

ATTACHMENT C

INTERCONNECTION AND NUMBER PORTABILITY

This Attachment describes the arrangements between the Parties for interconnection and the transmission and routing of telecommunications traffic as set forth below.

1. Scope of Traffic

- 1.1 The Parties agree that they will deliver to each other over the interconnection facilities the following traffic: (1) Local Traffic and (2) Local Internet Traffic.
- 1.2 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the circumvention of the application of intrastate or interstate access charges by the other Party including, but not limited to, the resale to third parties or the assignment of NPA-NXX numbers associated with one Rate Center for Customers that obtain local exchange service in a different Rate Center. Telecommunications traffic to or from Customers that originates or terminates in areas other than those included in the calling scope of Local Traffic is beyond the scope of the Agreement, except in the case of Foreign Exchange ("FX") service provided in accordance with approved tariffs. All traffic that does not originate and terminate to Customers within the same local calling area of either Party, excluding tariffed FX service, is subject to intrastate or interstate Switched Exchange Access Service tariffs regardless of whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call.
- 1.3 Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to Customers that obtain local exchange service in the Rate Center Areas associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas for the assignment of telephone numbers that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the Local Traffic exchanged pursuant to this Agreement; (d) assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) subject to section 4.2 below, provide Calling Party Number on Customer originated traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Agreement.
- 1.4 If either Party violates Section 1.3 above, the other Party shall be entitled to charge originating and terminating access charges as prescribed by applicable tariff for traffic associated with such violations.
- 1.5 Both Parties agree only to deliver traffic to the other Party pursuant to and consistent with the terms of this Agreement.
- 1.6 Each Party is solely responsible for the receipt and transmission of 911/E911

traffic originated by its End Users of its Telephone Exchange Services. The Parties acknowledge and affirm that calls to 911/E911 services shall NOT be routed over the trunk groups established between the Parties pursuant to this Agreement. To the extent that a Party incorrectly routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls.

2. Methods for Interconnection and Trunk Types

2.1 Methods for Interconnection.

2.1.1 Interconnection

2.1.1.A The Parties shall utilize the IP(s) designated as the points from which the Parties will provide transport and termination of traffic that is within the scope of the Agreement. Each Party will be responsible operationally and financially for bringing their facilities to the IP and for the delivery to the IP of any traffic that they send to the other Party under the terms of this Agreement. Where mutually beneficial to the Parties, they may agree to provision voluntary arrangements not otherwise required under Applicable Law.

2.1.1.B The Parties agree to interconnect at one or more IPs as set forth in Appendix A in accordance with the following options:

1. a IP at an mid-span meet point established between the Parties at a point on the incumbent network of BPS;
2. any other mutually-agreed to arrangement, as negotiated by the Parties.

2.1.1.C Each Party shall provide its own facilities or purchase necessary transport for the provisioning of facilities to the agreed-to IP(s).

2.1.1.D Indirect Interconnection. Big River shall be permitted to use a third party carrier's facilities for purposes of establishing interconnection indirectly with BPS at the IP(s). In such case, on behalf of Big River, the third party carrier will connect its facilities with BPS at the IP(s). Big River shall be responsible for the payment to any third party carrier for any charges associated with the facilities.

2.1.2 The Parties shall utilize the common channel out-of-band signaling (CCS) protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). The Parties currently utilize SS7 out-of-band signaling protocol and agree to continue to exchange traffic using SS7 signaling parameters including, but not limited to ISDN User Part ("ISUP"), Signaling Points including STPs, SSPs, and SCPs, and any other SS7 parameters necessary for the exchange of traffic.

- 2.1.2.A The Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including Integrated Services Digital Network User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages, to facilitate full interoperability of all CLASS features and functions between their respective networks. The parties shall include the Jurisdiction Information Parameter ("JIP") in the Initial Address Message ("IAM"), containing a Local Exchange Routing Guide-assigned NPA-NXX (6 digits) identifying the originating switch on calls that they originate
- 2.1.2.B Neither Party shall intentionally substitute or generate incorrect ANI, CPN or SS7 parameters on traffic exchanged pursuant to this Agreement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered

2.2 Trunking Arrangements

- 2.2.1 The Parties will interconnect one or more trunk groups for the transmission and routing of Local Traffic and Local Internet Traffic as set forth in Appendix A.
- 2.2.2 For each trunk group with a utilization level of less than sixty percent (60%) for three consecutive months, unless the Parties agree otherwise, either Party may disconnect a sufficient number of the available trunks to attain a utilization level of approximately sixty percent (60%), however, the trunks will be grouped in multiples of 24 trunks for the purpose of determining utilization levels. The minimum utilization level of sixty percent (60%) is not required until trunk groups have been in service for at least six (6) months.
- 2.2.3 All trunks shall utilize SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 2.2.4 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on two-way trunks to determine the need for new trunk groups and to plan any necessary changes in the number of trunks.
- 2.2.5 The trunk group(s) established between the Parties pursuant to the terms of this Agreement for the exchange of Local Traffic and Local Internet Traffic shall be engineered to a P.01 Grade of Service. The performance standard for two-way trunk groups shall be that no such trunk group will exceed its design blocking objective for three (3) consecutive calendar traffic study months.

- 2.2.6 The Parties shall collaboratively determine the number of two-way trunks that are required to meet the applicable design-blocking objective for all traffic carried on each two-way trunk group. Big River shall order two-way trunks by submitting ASRs to BPS and any applicable third party, setting forth the number of two-way trunks to be installed and the requested installation dates within BPS' effective standard intervals or negotiated intervals, as appropriate. Big River shall populate all applicable fields in ASRs in accordance with OBF Guidelines as in effect from time to time, or use another mutually agreed upon format.
- 2.2.7 Both Parties shall monitor two-way trunk groups using service results for the applicable design blocking objective. If either Party ("Observing Party") observes blocking in excess of the applicable design objective on any two-way trunk group, the Observing Party may submit an ASR or Trunk Group Service Request ("TGSR") to the Other Party requesting that the trunk group be augmented to remedy the blocking. Upon receipt of such request, both Parties will provision additional trunks within five (5) Business Days.
- 2.2.8 The Parties will review all two-way trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. Big River will promptly augment all two-way trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs (or TGSRs followed by ASRs) for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each two-way trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Big River will promptly submit ASRs (or BPS will issue TGSRs followed by Big River's ASRs) to disconnect a sufficient number of trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the two-way trunks should not be disconnected.

3. Trunk Group Provisioning

- 3.1 Both Parties shall use either a DS-1 or DS-3 facilities interface at the IP. When and where an STS-1 interface is available, the Parties may agree to use such an interface. Upon mutual agreement, the Parties may agree to use an optical interface (such as OC-n).
- 3.2 Unless mutually agreed to by both Parties, each Party will output ten (10) digits to the other Party.
- 3.3 Each Party will use commercially reasonable efforts to monitor the traffic exchanged by the Parties over the interconnection trunk groups and to augment those groups using generally accepted trunk engineering standards so as not to exceed blocking objectives.

4. Traffic Measurement and Billing over Interconnection Trunks

- 4.1 Each Party, at its own expense, reserves the right to audit all traffic and any associated billing as specified in this Section of the Agreement, up to a maximum of two audits per calendar year to ensure that only Local Traffic and Local Internet Traffic are being routed on the Interconnection Trunks and that rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.
 - 4.2 To the extent technically and economically feasible, each Party shall pass Calling Party Number (CPN) information on each call. For those Customer's whose premise equipment is unable to populate the CPN in the call detail record, each party shall populate the CPN field with the Customer's billing number, subject to the aforementioned limitations. The Parties agree that they will not populate the CPN field in the call detail record with a wholesale Customer's billing or local routing number but will utilize the final Customer's CPN or billing number.
 - 4.2.1 Where possible, actual call detail records including the CPN, will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify traffic delivered by the other Party as either Local Traffic, Local Internet Traffic or traffic that is not within the scope of this Agreement.
 - 4.2.2 When a terminating Party receives insufficient call detail or the CPN is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN and having sufficient detail is greater than 90% of total calls delivered, the calls without sufficient detail or CPN will be presumed to be in the same proportion as the calls having sufficient detail and CPN. If traffic delivered by one Party to the other Party has CPN and sufficient call detail on fewer than 90% of the calls, the terminating Party may provide written notice of a billing dispute to the other Party delivering such calls below the 90 percent threshold. Upon such notice, the Party delivering the traffic to the other Party (the "Delivering Party") shall have 30 days to investigate and correct the lack of CPN and report the date the problem was corrected to the other Party (the "Terminating Party") or provide evidence indicating the nature of calls that have insufficient call detail or lack a CPN. If the problem cannot be repaired within 30 days of the written notice to bring the delivered traffic without CPN to fewer than 10% of total calls, the Terminating Party will bill all traffic without CPN based on the evidence provided until such time as the traffic without CPN is fewer than 10% of total traffic.
5. Local Traffic and Local Internet Traffic
- 5.1 The specific compensation terms and conditions set forth in this Section of the Agreement are applicable to Local Traffic, as defined in Attachment A ("Glossary"), together with all other terms and conditions set forth in this Agreement. The specific compensation terms and conditions set forth in this Section are not applicable to any other kind of traffic or for traffic that originates or terminates in areas outside the scope of Local Traffic as defined in this

Agreement.

5.2 The Parties agree that the nature of the Local Traffic to be exchanged between the Parties and all other mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that the relative obligations and consideration are sufficiently in balance between the Parties such that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of Local Traffic within the scope of this Agreement. The compensation terms and conditions set forth in this section are specifically related to and dependent on all of the provisions of Section 5.1 and any other terms and conditions of this Agreement.

5.3 Traffic Not Subject to Terms and Conditions for Local Traffic

5.3.1 The terms and conditions set forth in this Agreement for Local Traffic do not apply to the following: (1) any Internet Traffic; (2) interstate or intrastate Exchange Access or exchange services for Exchange Access; (3) intraLATA Toll Traffic or interLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (4) Switched Exchange Access Service traffic; or (5) Optional Extended Local Calling Area Traffic. The terms and conditions set forth in this Agreement for Local Traffic do not apply to traffic either originated from or terminated to a Party's Customer where the Customer location is physically located outside of the geographic area that has been identified as the Rate Center Area associated with a particular NPA-NXX, except in the case of Foreign Exchange ("FX") service provided in accordance with approved tariffs.

5.4 Treatment of Local Internet Traffic.

5.4.1 The Parties agree to transport and switch Local Internet Traffic in the manner described below in this section subject to amendment upon written agreement of the Parties.

5.4.2 The Parties acknowledge that under current network and service arrangements, some Internet Traffic may be switched and transported as if Local Internet Traffic is Local Traffic. The switching and transport of Local Internet Traffic over the Interconnection Trunk facilities by either Party, however, will not be deemed or construed by either Party as either agreement or acknowledgment by the Parties that this arrangement is proper or required. Notwithstanding any other provision of this Agreement, the Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to, the mutual exchange of Local Internet Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the Agreement set forth above, neither Party will owe a net due amount to the other Party for terminating Local Internet Traffic including, but not limited to, compensation for switching, transport or termination of Local Internet Traffic.

- 5.4.3 A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP shall not be treated as Local Internet Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the Party's applicable tariffs and the application of intrastate and/or interstate Switched Exchange Access Service tariffs, as appropriate.
- 5.4.4 Where the public switched network, local exchange facilities and/or services of either Party are used for the origination or termination of VOIP Traffic calls, the Parties agree to apply the following terms and conditions: VOIP Traffic calls will be originated and terminated in the same manner as each Party does for non-VOIP, circuit-switched Traffic. VOIP Traffic shall be subject to the same compensation terms and conditions as applies for circuit switched calls. Consequently, VOIP Traffic that both originates and terminates within a local calling area as defined for Local Traffic or Local Internet Traffic pursuant to this Agreement will also be treated as Local Traffic or Local Internet Traffic pursuant to this Agreement. All other VOIP Traffic will be treated as either intrastate or interstate interexchange traffic subject to the same terms and conditions as any other circuit-switched interexchange traffic, including the application of originating and terminating Switched Exchange Access Service charges.

6. Reserved for Future Use

7. Intermediary Services

Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its End Users to the End Users of a third party telecommunications carrier without the consent and agreement of all parties. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party. This Agreement does not obligate either Party to provide an intermediary service.

8. Number Resources, Rate Center Areas and Routing Points

- 8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.
- 8.2 During the term of this Agreement, Big River shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for BPS. Big River shall assign whole NPA-NXX codes to each Rate Center Area or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the telecommunications

industry adopts alternative methods of utilizing NXXs.

- 8.3 It shall be the responsibility of each Party to program and update its own switches and network systems. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

9. Installation, Maintenance, Testing and Repair.

- 9.1 Unless otherwise agreed in writing by the Parties, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

- 9.2 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist: (a) No trouble is found in the interconnection trunks; (b) The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or (c) Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

- 9.2.1 If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

- 9.2.2 Billing for maintenance service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in BPS' intrastate access tariff.

10. Number Portability - Section 251(B)(2)

10.1 Scope

The Parties shall provide number portability (NP) in accordance with rules and regulations as prescribed from time to time by the FCC.

10.2 Procedures for Providing LNP ("Long-term Number Portability")

- 10.2.1 The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis. LNP shall only be provided within the geographic Rate Center

Area associated with the ported number and shall not be provided across Rate Center Area boundaries. LNP shall not be provided for the purpose of avoiding toll or long distance charges.

- 10.2.2 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. Party B shall be charged and shall pay to Party A either the Basic Initial LSR Service Order Charge or the Basic Subsequent Service Order Charge as set forth in Appendix A. When a ported telephone number becomes vacant; e.g., the telephone number is not longer in service by the original end user, the ported telephone number will be released back to the Local Service Provider owning the switch with which the NXX block associated with the ported number was assigned originally by the North American Numbering Plan Administrator.
- 10.2.3 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.
- 10.2.4 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.
- 10.2.5 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 10.2.6 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

- 10.2.7 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted below, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es).
- 10.2.8 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 10.2.9 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP. Each Party has the right to block default-routed calls entering its network in order to protect the public switched network from overload, congestion, or failure propagation.