

**AGREEMENT FOR LOCAL INTERCONNECTION
AND LOCAL TRAFFIC EXCHANGE**

BY AND BETWEEN

WHIDBEY TELEPHONE COMPANY

AND

ASTOUND BROADBAND, LLC

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This Agreement for Local Interconnection and Local Traffic Exchange (“Agreement”) is made effective as of the 30th day of March, 2012, by and between Whidbey Telephone Company dba Whidbey Telecom (“ILEC”), a Washington corporation with offices at 14888 SR 525, Langley, WA 98260, and Astound Broadband, LLC (“Astound”), a Washington limited liability company with offices at 401 Kirkland Park Place, Suite 500, Kirkland, WA 98033. ILEC and Astound may also be referred to herein singularly as a “Party” or collectively as the “Parties.”

BACKGROUND

The Parties are entering into this Agreement to provide for certain interconnection (as hereinafter specified) between their respective networks, to provide for the exchange of Traffic (as hereinafter defined) between those networks, and to address the provision of certain other services between them.

The Parties are entering into this Agreement under Sections 251(a) and (b) and 252(a) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151 *et seq.* (the “Act”). Neither the entry into this Agreement, nor anything contained within this Agreement, shall constitute, or be deemed to constitute, a waiver by ILEC or modification in any respect of ILEC’s “rural exemption” pursuant to Section 251(f)(1) of the Act or of any right conferred upon ILEC by Section 251(f)(2) of the Act. Nothing contained in this Agreement shall constitute an agreement by ILEC that it is subject to Section 251(c) of the Act or to be bound by any of the terms or provisions of Section 251(c) of the Act. ILEC is a rural telephone company, as defined in 47 U.S.C. § 153(37) and Astound is a telecommunications carrier, as defined in 47 U.S.C. § 153(44).

In consideration of the mutual obligations and promises set forth below, the Parties, in addition to agreeing to the foregoing, agree to the following terms and conditions:

1. Term of Agreement

- 1.1. This Agreement is effective upon signature by both Parties and shall have an initial term of two (2) years. Unless renegotiated or terminated pursuant to this Section 1, this Agreement shall automatically renew for successive periods of one (1) year each.
- 1.2. Either Party may seek to negotiate a new agreement to replace this Agreement, or to amend this Agreement, by either:
 - 1.2.1. Providing written notice to the other Party at least sixty (60) days prior to expiration of the initial term or any succeeding term of this Agreement; or,
 - 1.2.2. If the other Party sends a timely notice to terminate under Section 1.3, by providing such other Party a

written notice to renegotiate within (60) days of receiving such other Party's notice to terminate.

- 1.3. Either Party may seek to terminate this Agreement by providing written notice to the other Party at least sixty (60) days, but no more than ninety (90) days, prior to expiration of the initial term or any succeeding term of this Agreement. If a Party sends a timely notice to terminate and the other Party replies with a timely notice for renegotiation under Section 1.2.2, this Agreement shall continue in full force and effect until such renegotiated Agreement is effective through negotiation, or, if Section 252(a)(2) or (b) of the Act is applicable, through mediation or arbitration under Section 252(a)(2) or (b) of the Act.
- 1.4. Notwithstanding the provisions of Section 13.6, and in addition to any other default provisions contained therein, either Party may terminate this Agreement, in whole or in part, in the event of a default by the other Party; provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days after its receipt of such written notice thereof. As used in this Section 1.4, "default" means any one or more of the following:
 - (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against a Party; or
 - (b) A Party's authority to serve as a telecommunications carrier or any other operating authority that it may need to operate under the terms of this Agreement has been removed or revoked by the Commission or other governmental authority, as evidenced by a final order from Commission or such other governmental authority; or
 - (c) Any material breach or material violation of any term or provision of this Agreement that remains unresolved pursuant to Section 12.1 upon expiration of the sixty (60) day dispute resolution period contemplated by Section 12.2.

2. Scope

- 2.1. This Agreement applies to the Interconnection of the respective networks of the Parties for the purposes of exchanging certain Telecommunications Traffic and Information Services Traffic and transporting and terminating the Traffic so exchanged. This Agreement applies solely to Telecommunications Traffic and Information Services Traffic that both originates and terminates within the South Whidbey Exchange.
- 2.2. The Traffic exchanged between the Parties pursuant to this Agreement may be used by either Party to provide retail services or wholesale services, including, but not limited to, voice over internet protocol ("VoIP") services; provided, however, that nothing contained in this Agreement shall be construed to require ILEC to deploy VoIP capabilities, or to accept Traffic from, or to deliver Traffic to, Astound in VoIP format. The Traffic Astound delivers to ILEC shall be treated under this Agreement as Astound Traffic, all billing associated with that Traffic shall be in the name of Astound, and any and all amounts due ILEC with respect thereto arising under this Agreement shall be paid for by Astound, all subject to the terms and conditions of this Agreement. The Traffic ILEC delivers to Astound shall be treated under this Agreement as ILEC Traffic, all billing associated with that Traffic shall be in the name of ILEC, and any and all amounts due Astound with respect thereto arising under this Agreement shall be paid for by ILEC, all subject to the terms and conditions of this Agreement.
- 2.3. Nothing in this Agreement alters or otherwise affects in any manner the local or EAS calling areas or services offered by either Party to its End Users.
- 2.4. This Agreement is limited to the South Whidbey Exchange and the South Whidbey Rate Center. Nothing in this Agreement shall be construed to impose any obligation, or bestow any right, upon either Party with respect to any other ILEC exchange. If either Party hereafter desires local interconnection for any telecommunications service area(s) served by the other Party outside of the South Whidbey Exchange or with respect to any rate center other than the South Whidbey Rate Center, including, but not limited to, ILEC's Point Roberts Exchange and/or ILEC's Point Robert's Rate Center, the Parties agree to negotiate in good faith such amendment(s) to this Agreement, or such new agreement(s), with respect to such desired additional local

interconnection as may be mutually agreeable to the Parties. A Party desiring such additional local interconnection shall give written notice to the other Party, setting forth the first Party's request for such additional local interconnection. If the Parties are unable to reach agreement under this Section 2.4 with respect to such additional local interconnection as shall have been specified in said written notice within sixty (60) days after delivery of such written notice to the non-requesting Party, either Party may petition the Commission for resolution of any unresolved issue(s) pertaining to such additional local interconnection.

3. Definitions

- 3.1. The following definitions shall apply to all provisions of this Agreement. Additional definitions that are specific to the matters covered in a particular Section or Sections may appear in that Section or any one or more of those Sections. Any term used in this Agreement that is not specifically defined in this Agreement but that is defined in the Act shall have the meaning ascribed to such term in the Act. If no specific definition exists in either this Agreement or the Act for a specific term used in this Agreement, then if such term is defined in Part 51 or Part 52 of the rules and regulations of the Federal Communications Commission ("FCC"), such definition shall apply to the extent applicable and unless the context clearly requires otherwise. In the absence of any applicable definition in this Agreement, or in the Act or in Part 51 or Part 52, as applicable, of the FCC's rules, normal usage in the telecommunications industry shall apply.
- 3.2. Act means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.
- 3.3. Affiliate means a corporation or other entity controlling, controlled by, or under common control with the Party of which it is an affiliate.
- 3.4. Bill and Keep means that neither of the two interconnecting carriers charges the other for the transport and termination of Telecommunications Traffic or Information Services Traffic originated by the other Party or the Party's End User and delivered by one Party to the other Party under, and in accordance with, this Agreement.

- 3.5. Commercial Mobile Radio Service (“CMRS”) is as defined in 47 C.F.R. § 51.5.
- 3.6. Commission means the Washington Utilities and Transportation Commission.
- 3.7. EAS Traffic means two-way Traffic that (i) falls within the definition of “EAS” as set forth in applicable tariffs of the ILEC and applicable regulatory rules and orders, (ii) that is exchanged between the Parties in accordance with this Agreement and (iii) that satisfies the definition of EAS set forth in Section 3.9 below. As of the date of this Agreement, no Traffic qualifies as EAS Traffic for purposes of this Agreement.
- 3.8. End User means the residential or business subscriber or other ultimate user of services provided by either of the Parties and whose telephone number is assigned to the South Whidbey Rate Center.
- 3.9. Extended Area Service (“EAS”) means a service arrangement whereby End Users of either Astound or ILEC in a specific local service exchange area of ILEC are provided the ability to place and receive interexchange calls to End Users in another local service exchange area of ILEC on the basis of terms, conditions and charges that are applicable to local service.
- 3.10. (Reserved)
- 3.11. (Reserved)
- 3.12. Information Services shall have the meaning of “information service,” as defined in 47 U.S.C. § 153(20).
- 3.13. Information Services Traffic means calls to an Internet Services Provider (“ISP”) where the call (i) originates on the network of one Party in the South Whidbey Exchange and terminates on the network of the other Party in South Whidbey Exchange and (ii) provides access to the Internet or Information Services furnished by the ISP to the caller.
- 3.14. Interconnection means the direct or indirect linking of the Parties' networks for the exchange of Traffic.
- 3.15. Interconnection Facility is the dedicated transport channel or channels used to connect the two Parties' respective networks

solely for purposes of exchanging Traffic pursuant to this Agreement.

- 3.16. (Reserved)
- 3.17. Point of Interconnection (“POI”) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Traffic.
- 3.18. Section means a section of this Agreement, unless the context clearly requires otherwise.
- 3.19. South Whidbey Exchange means the South Whidbey Exchange of ILEC, as defined in the applicable exchange area map of ILEC on file with the Commission as part of ILEC's local exchange service tariff, including the Supplemental Service Area, to the extent of local service furnished therein having telephone numbers assigned to the South Whidbey Rate Center.
- 3.20. South Whidbey Rate Center means ILEC's South Whidbey Rate Center.
- 3.21. Supplemental Service Area means the Supplemental Service Area of ILEC, as shown on ILEC's exchange area map of the South Whidbey Exchange on file with the Commission as part of ILEC's local exchange service tariff.
- 3.22. Telecommunications Carrier is as defined in 47 U.S.C. § 153(44).
- 3.23. Telecommunications Traffic is as defined in 47 C.F.R. § 51.701(b)(1), but does not include any traffic that is not subject to reciprocal compensation under 47 U.S.C. § 251(b)(5) or that is not Telecommunications Traffic as defined in 47 U.S.C. § 153(44); provided, however, that Telecommunications Traffic does not include Wireless Traffic that is covered by any other agreement between Astound, or any Affiliate of Astound, and ILEC.
- 3.24. Telecommunications Services is as defined in 47 U.S.C. 153(46).
- 3.25. Traffic means Telecommunications Traffic and Information Services Traffic, in each instance that both originates and terminates in the South Whidbey Exchange and the South Whidbey Rate Center, and any other traffic that the Parties

hereafter agree in writing shall be subject to the terms and provisions of this Agreement.

- 3.26. Wireless Traffic means Traffic originated by or terminated to a wireless service provider and that so originates or terminates by means of CMRS.

4. Billing and Payments

- 4.1. The Parties shall bill each other for all charges due under this Agreement on a monthly basis and all such charges, except those with respect to which a written dispute has been delivered as set forth in Section 4.2 below, are due and payable upon presentation of the invoice therefor and shall be delinquent if payment therefor is not received by the billing Party within 30 days after the bill date or twenty days after receipt of the bill by the Party obligated to make such payment, whichever shall be later. Any undisputed amounts not paid before becoming delinquent shall accrue interest from the date such amounts became delinquent at the highest rate of interest that may be charged under applicable law, but not exceeding 1.5% per month, until the same shall be paid.
- 4.2. Billed amounts for which written, itemized disputes or claims have been filed with the billing Party are not due for payment until such disputes or claims have been resolved in accordance with the Dispute Resolution provisions of this Agreement; provided, however, that all undisputed amounts shall be paid as specified in Section 4.1 above, and no credit or refund shall be due with respect to any disputed claim until the same shall have been resolved in accordance with the Dispute Resolution provisions of this Agreement.

5. Audits

- 5.1. Either Party may conduct an audit of the other Party's books and records pertaining to the charges for, or use of, services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, invoicing, and use of the Services under this Agreement.
- 5.2. Any audit shall be performed as follows: (i) following at least thirty (30) business days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) with each Party bearing its own cost and expense; (iv) of a reasonable scope and duration;

(v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's reasonable security rules.

- 5.3. Adjustments, credits or payments shall be made within thirty (30) days after the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. Any corrective action indicated by the final audit report to be appropriate, and agreed to by the Parties, shall commence within thirty (30) days after the requesting Party's receipt of the final audit report.
- 5.4. In addition to the audit rights in Section 5.1, if either Party uses a third-party to provide any services under this Agreement, including but not limited to directory listings, such Party shall cooperate with the other Party to obtain the necessary documentation to conduct an audit related to those services.

6. Limitation of Liability

- 6.1. The Parties' liability with respect to matters subject to, or arising under, this Agreement shall be limited in accordance with this Section 6.
- 6.2. To the maximum extent permitted by law, the liability of either Party to the other Party for damages arising out of (i) failure to install, restore or terminate facilities, or (ii) failure(s), mistake(s), omission(s), interruption(s), delay(s), error(s), or defect(s) occurring in the course of furnishing any services, arrangements, or facilities hereunder, shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period during which services furnished under this Agreement were adversely affected by such failure(s), mistake(s), omission(s), interruption(s), delay(s), error(s), or defect(s). Because of the mutual nature of the exchange of Traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero.
- 6.3. Neither Party shall be liable to the other Party in connection with the provision or use of services offered or furnished under this Agreement for any indirect, incidental, special or consequential damages including, but not limited to, damages for lost profits or

revenues, regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's liability with respect to its obligations to defend, indemnify and hold harmless under Section 8 or Section 21.7.

- 6.4. Except for direct harm proximately caused by and resulting from a Party's intentional action or willful misconduct, such Party shall not be liable to any End User of the other Party in connection with such first Party's provision of services to the other Party under this Agreement. In the event of a dispute with an End User involving both Parties, each Party shall assert the applicability of any limitations on liability to End Users that may be contained in its applicable tariff(s) or applicable End User contracts. Nothing contained in this Section 6.4 shall be construed to confer any right or remedy upon any End User.

7. Warranties.

- 7.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY EXPRESSLY AND SPECIFICALLY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

- 7.2. Astound hereby represents that it is a Telecommunications Carrier with respect to the South Whidbey Exchange and the South Whidbey Rate Center.

8. Indemnification

- 8.1. Each Party (the "Indemnifying Party") shall indemnify and hold harmless, and upon written request therefor by the other Party ("Indemnified Party"), defend such other Party from and against all losses, claims, demands, damages, expenses (including reasonable attorneys' fees), suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, (i) suffered, made, instituted, or asserted by any other party or

person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the act(s) or omission(s) of the Indemnifying Party, regardless of the form of action, or (ii) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provisioning of (or failure to provision) services to the Indemnifying Party under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party, or (iii) arising out of libel, slander, invasion of privacy, including, but not limited to, misuse, misappropriation or wrongful disclosure of Customer Proprietary Network Information (CPNI), or misappropriation of a name or likeness, or infringement of any patent, copyright or other intellectual property right of any third party by the Indemnifying Party, or (iv) arising out of any breach of any representation set forth in Section 7 of this Agreement. Notwithstanding the foregoing, nothing contained herein shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulation or laws for the Indemnified Party's provisioning of, or failure to provision, said services. As used in this Section 8, the term "Indemnified Party" shall include not only the Party to this Agreement to which such term refers, but also each of its officers, directors, trustees, employees, attorneys, agents and representatives.

- 8.2. The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demands by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section 8 and (ii) if the Indemnified Party desires defense by the Indemnifying Party, tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit, including, but not limited to, advising the Indemnifying Party, upon the Indemnifying Party's request therefor, of any and all provisions in the Indemnified Party's applicable tariff, agreement or contract, if any, that limits the Indemnified Party's liability to the third-party claimant(s). The Party providing defense shall keep the other Party reasonably and timely apprised of the status of the claim, demand or lawsuit. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party, which consent

shall not be unreasonably withheld, delayed or conditioned. If the Indemnified Party has tendered defense to the Indemnifying Party, the Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, except that if the Indemnifying Party does not promptly assume or diligently pursue the tendered defense, then the Indemnified Party may proceed to defend or settle said action at the expense of the Indemnifying Party.

- 8.3. The Indemnifying Party shall not be liable under this Section 8 for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance in writing, and such approval by the Indemnifying Party shall not be unreasonably withheld, delayed or conditioned, or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly assume or diligently pursue the defense.

9. Force Majeure

- 9.1. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failures or blackouts. If performance of either Party's obligations is delayed under this Section, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party will perform its obligations under this Agreement at a performance level no less than that which it uses for its own operations.

10. Nondisclosure of Proprietary Information

- 10.1. It may be necessary for the Parties to exchange with each other certain confidential information during the term of this Agreement including, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, Customer Proprietary Network Information ("CPNI") and Carrier Proprietary Information

("CPI"), as those terms are defined by the Act and the rules and regulations of the FCC, and similar information (collectively, "Confidential Information"). Confidential Information includes (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (ii) oral information, if identified as confidential or proprietary at the time of disclosure and confirmed as confidential or proprietary by written notification within ten (10) days of disclosure; (iii) information derived by the Recipient (as hereinafter defined) from a Disclosing Party's (as hereinafter defined) usage of the Recipient's network; and (iv) information that the circumstances surrounding disclosure or the nature of the information suggests that such information is confidential or proprietary or should be treated as confidential or proprietary. Confidential Information will remain the property of the Disclosing Party and proprietary to the Disclosing Party; provided, however, that usage data and billing data relating to Traffic exchanged under this Agreement shall be deemed to be proprietary and confidential to both Parties. Recipient will protect Confidential Information as the Recipient would protect its own confidential or proprietary information, including but not limited to protecting the Confidential Information from distribution, disclosure, or dissemination to anyone except employees or duly authorized agents of the Parties with a need to know such information and with respect to which the affected employees and agents shall be bound by obligations of confidentiality and non-disclosure no less restrictive than the terms of this Section; provided, however, that nothing contained herein shall preclude or limit the disclosure of Confidential Information in any legal proceeding relating to this Agreement, or relating to any renegotiation or modification of this Agreement, or relating to any successor agreement to this Agreement. Confidential Information will not be disclosed or used for any purpose other than to provide service as specified in this Agreement, bill and collect for such service, resolution of any dispute arising pursuant to, or relating to, this Agreement, renegotiation, mediation and/or arbitration, if applicable, with respect to any modification of, or successor to, this Agreement, or upon such other terms as may be agreed to by the Parties in writing. For purposes of this Section, the Disclosing Party means the owner of the Confidential Information, and the Recipient means the Party to whom Confidential Information is disclosed.

- 10.2. Recipient has no obligation under this Agreement to safeguard its own Confidential Information unless such information is also

Confidential Information of the Disclosing Party or to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information has not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will cooperate with the Disclosing Party to obtain a protective order, if sought by the Disclosing Party, and to limit the scope of such disclosure. Recipient will comply with any protective order that covers the Confidential Information to be disclosed to the extent that such protective order is lawfully binding upon it, and, to the extent that such protective order is not lawfully binding upon it, it shall use commercially reasonable measures to comply with such protective order following its receipt of a copy of such protective order. Notwithstanding the foregoing, the Recipient shall be under no obligation to advise the Disclosing Party of any requirement for disclosure of "Confidential Information," or to refrain from disclosure of "Confidential Information" until the Disclosing Party has had an opportunity to seek a protective order, or to cooperate with the Disclosing Party in seeking a protective order, if so advising the Disclosing Party would violate any law, court order, or rule or regulation of any governmental authority.

- 10.3. Each Party agrees that Disclosing Party would be irreparably injured by a breach of Section 10.1 or of any protective order entered pursuant to Section 10.2 of this Agreement by Recipient or its representatives and that Disclosing Party is entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of Section 10.1 or of any such protective order. These remedies are not exclusive, but are in addition to all other remedies available at law or in equity.

11. Notices

11.1. Notices and other communications affecting any right or obligation of either Party given by one Party to the other under this Agreement must be in writing and delivered by hand, prepaid overnight courier, prepaid Express U.S. mail or prepaid certified U.S. mail, return receipt requested, in each instance properly addressed to:

For Astound:
Astound Broadband, LLC
James A. Penney, Esq.
Executive Vice President, Business and Legal Affairs
410 Kirkland Park Place, Suite 500
Kirkland, WA 98033
jpenney@wavebroadband.com
Tel: (425) 896-1891
Fax: (425) 896-1911

With a copy to:
K.C. Halm, Esq.
Davis Wright Tremaine LLP
1919 Pennsylvania Avenue NW
Suite 800
Washington, DC 20006-3401
kchalm@dwt.com
Tel: (202) 973-4287
Fax: (202) 973-4499

For ILEC:
Whidbey Telephone Company
Attn: Chief Operating Officer
14888 SR 525
Langley, WA 98260
contract.notices@whidbeytel.com
Tel. (360) 321-0086
Fax: (360) 321-8118

With a copy to:
Richard A. Finnigan, Esq.
Law Office of Richard A. Finnigan
2112 Black Lake Blvd. SW
Olympia, WA 98512
Tel. (360) 956-7001
FAX: (360) 753-6862

- 11.2. The address to which notices and other communications may be given to either Party may be changed by written notice given by such Party to the other Party pursuant to this Section.
- 11.3. Notices and other communications referred to in Sections 11.1 and 11.2 above shall become effective upon delivery.

12. Dispute Resolution

- 12.1. If any matter arising under, or relating to, this Agreement, is subject to a dispute between the Parties, the disputing Party will give written notice to the other Party of the dispute. Each Party to this Agreement will appoint a representative to attempt in good faith to resolve any dispute arising under, or relating to, this Agreement.
- 12.2. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within sixty (60) days after delivery of notice of the dispute by one Party to the other Party, then either Party may proceed with any remedy available to it pursuant to law, equity, or governmental agency mechanisms. Notwithstanding the above provisions, if the dispute arises from a service affecting issue, either Party may immediately seek any available remedy.
- 12.3. Each Party waives its right to a jury trial in any court action arising between the Parties under this Agreement or relating to this Agreement, whether made by claim, counterclaim, third-party claim or otherwise. The agreement of each Party to waive its right to a jury trial will be binding on its successors and assigns.
- 12.4. In addition to such regulatory agency jurisdiction as may apply to any dispute arising under, or pertaining to, this Agreement, the Parties agree that, in the event of any dispute between them arising under, or pertaining to this Agreement, any court action between them shall be brought in the Federal or state courts of the State of Washington in King County, Washington, unless exclusive subject matter jurisdiction is vested by law in one or more other courts, in which event the action shall be brought in such court having jurisdiction as shall be geographically closest to Seattle, Washington. The Parties hereby submit to the jurisdiction of such court(s) solely for such purposes; provided, however, that nothing contained herein shall be deemed to be a waiver of the requirements for the proper service of process or as

an agreement to *in personam* jurisdiction in the absence of proper service of such process.

13. Miscellaneous

- 13.1. Amendments. No amendment of this Agreement shall be valid unless it is in writing and signed by both Parties.
- 13.2. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or partner of the other Party, or joint venturer with the other Party.
- 13.3. Taxes. Each Party is responsible for any and all taxes and surcharges arising from its conduct under this Agreement and shall, consistent with Section 8, indemnify and hold harmless the other Party (“Indemnified Party”) and, if requested by such other Party, defend such other Party from and against any and all liabilities and costs (including reasonable attorneys’ fees) arising from the failure of such first Party to pay and/or report any applicable taxes and surcharges. Neither Party shall be required to pay to the other Party any tax or surcharge for which it provides to the other Party a valid and appropriate exemption certificate or other valid and appropriate proof of exemption. As used in this section, the term “Indemnified Party” shall include not only the Party to this Agreement to which such term refers, but also each of its officers, directors, trustees, employees, attorneys, agents and representatives.
- 13.4. Survival. The Parties' obligations under this Agreement that by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. Without limiting the generality of the foregoing, Sections 8, 10 and 21.7 shall survive termination or expiration of this Agreement.
- 13.5. Publicity. Neither Party nor any of its subcontractors or agents shall use the other Party's trademarks, service marks, logos, company name or proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such other Party's prior written consent.
- 13.6. Default. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give thirty (30) days notice of such breach or violation to the allegedly defaulting Party and an opportunity for the allegedly defaulting

Party to cure. Thereafter, the Parties will employ the Dispute Resolution procedures set forth in Section 12.

- 13.7. Waiver. Any failure on the part of a Party to comply with any of its obligations, agreements or conditions hereunder may be waived by written documentation signed by the other Party to whom such obligation, or compliance with such agreement or condition, is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver, unless it so states in writing.
- 13.8. Change of Law. If a Federal or Washington state regulatory agency or a court of competent jurisdiction issues a rule, regulation or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement, or if a change of Federal or Washington state statute has such an effect, then the Parties will negotiate in good faith to modify this Agreement in a manner consistent with the form, intent and purpose of this Agreement and as necessary to comply with such change of law or such rule, regulation or order. Should the Parties be unable to reach agreement with respect to the applicability of such change of law or such rule, regulation or order or the resulting appropriate modifications to this Agreement, either Party may invoke the Dispute Resolution provisions of Section 12, it being the intent of the Parties that this Agreement shall be brought into conformity with the then current obligations under the Act and other applicable Federal and Washington state law as determined by the change in law or with such rule, regulation or order which has had the effect of canceling, changing, or superseding any material term or provision of this Agreement.
- 13.9. No Third-Party Beneficiaries. Except for persons or entities upon whom or which this Agreement confers an explicit right to defense, indemnification and being held harmless, and who shall be deemed to be beneficiaries of this Agreement to the extent of such right, this Agreement does not provide any third party with any benefit, remedy, claim, right of action or other right.
- 13.10. Governing Law. To the extent not governed exclusively by, and construed exclusively in accordance with, the laws and regulations of the United States, this Agreement is governed by, and construed in accordance with, the laws and regulations of the United States, to the extent applicable, and the laws and

regulations of the state of Washington, without regard to its conflicts of laws principles.

- 13.11. Severability. If any part of this Agreement is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity shall affect only the portion of this Agreement which is unenforceable or invalid. In all other respects this Agreement shall stand as if the invalid provision had not been a part thereof, and the remainder of this Agreement shall remain in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in good faith to replace the unenforceable or invalid language with enforceable and valid language that reflects the intent of this Agreement as closely as possible. If replacement language cannot be agreed upon, either Party may invoke the Dispute Resolution provisions of Section 12 of this Agreement.
- 13.12. Captions and Headings. Captions and Section headings have been included in this Agreement solely for the convenience of the Parties, and shall not affect the interpretation of this Agreement.
- 13.13. Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest in this Agreement, without the prior written consent of the other Party shall be void ab initio, provided, however, that such consent shall not be unreasonably withheld, conditioned or delayed if the assignment or transfer assigns or transfers the entirety, but not less than the entirety, of the assigning or transferring Party's interest in this Agreement to a single assignee or transferee. Consent is not required if (i) the assignment or transfer is to an Affiliate of the assigning or transferring Party, or (ii) the assignment or transfer is to an entity acquiring all or substantially all of the assets or equity of, the assigning or transferring Party, whether by sale, merger, consolidation or otherwise, or (iii) the assignment or transfer is solely for purposes of a grant by the assigning transferring Party of a security interest in connection with a financing transaction. Notwithstanding the foregoing, any assignment or transfer of some, but less than all, of the assigning or transferring Party's rights and obligations under this Agreement shall be void ab initio, unless the non-assigning or non-transferring Party consents thereto in writing, and such non-

assigning or non-transferring Party shall be under no obligation whatsoever to give such consent, and may, in its sole discretion, make such consent subject to such conditions as it may deem to be appropriate. No assignment or transfer of any right or obligation under this Agreement shall be effective unless and until the non-assigning Party receives a written instrument, duly executed by or on behalf of the assignee or transferee, whereby the assignee or transferee assumes all of the rights and obligations of the assigning or transferring Party arising under this Agreement and agrees to be bound by, and to perform fully and faithfully, the assigning Party's obligations first arising under this Agreement on or after the effective date of such assignment or transfer. No such assignment or transfer shall operate to relieve the assigning or transferring Party of responsibility or liability for any obligation first arising prior to the effective date of such assignment or transfer, and any defense the non-assigning or non-transferring Party may have against the assigning or transferring Party shall be fully available to such non-assigning or non-transferring Party to be asserted against the transferee or assignee.

- 13.14. Compliance with Laws. Each Party shall comply with all applicable federal, state and local laws, ordinances, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, each Party agrees to keep and maintain in full force and effect all permits, licenses, certificates and other authorities needed for it to perform its obligations under this Agreement.

14. Method of Interconnection

14.1. Interconnection

- 14.1.1. Unless the Parties hereafter agree in writing to provide one or more other Interconnection Facilities, the Parties shall provision a two-way Interconnection Facility for the reciprocal exchange of Traffic between their respective networks.
- 14.1.2. The Parties shall establish a physical POI, on or immediately adjacent to ILEC's network at or in close proximity to the financial POI described in Section 14.1.3 below, for the purpose of exchanging Traffic between their respective networks, and each Party shall be responsible for engineering and maintaining its network on its side of the POI.

- 14.1.3. The Parties hereby agree to establish a financial POI having the V and H coordinates of the deemed meet point between ILEC's interexchange facilities and the interexchange facilities of Verizon Northwest, Inc. ("Verizon") in the vicinity of the common boundary between Verizon's Coupeville Exchange and the South Whidbey Exchange (excluding the Supplemental Service Area) used by ILEC and Verizon to determine meet-point billing percentages, as reflected in NECA Tariff FCC No. 4 in effect on January 1, 2008, for the Special Access route between the South Whidbey wire center having the CLLI code of SWHDWAXX and Verizon's Everett wire center having the CLLI code of EVRTWAXF, with each Party being responsible for its cost to reach such meet point.
- 14.1.4. Each Party shall deliver Traffic originating from its End Users to the physical POI.
- 14.1.5. Each Party shall be responsible to provide facilities connecting to the physical POI that are necessary for routing, transporting, measuring and billing (in accordance with Attachment I hereto) Traffic from the other Party's network and for delivering Traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.
- 14.1.6. Astound shall provide the two-way Interconnection Facility on its side of the physical POI by means of meet-point circuits between ILEC and Verizon. Astound shall be responsible for ordering from Verizon such Verizon facilities and/or services as may be necessary and appropriate to the provisioning of such meet-point circuits, and Astound shall be solely responsible for the timely payment of any and all Verizon rates and charges applicable thereto.
- 14.1.7. Nothing in this Agreement shall be construed to confer upon Astound the right to install, or have installed, any of its facilities or equipment on any of the premises of ILEC or to enter upon or into any such ILEC premises, including, but not limited to,

any of ILEC's pedestals, cabinets or terminal housings.

- 14.2. The Parties agree to utilize SS7 Common Channel Signaling ("SS7") between their respective networks with respect to the interchange of Traffic between those networks. Both Parties will provide SS7 connectivity in accordance with accepted industry practice and standard technical specifications. Nothing contained in this Agreement shall require that such SS7 connectivity be established directly between the Parties' respective networks, but rather the Parties hereby agree that indirect SS7 connectivity shall be acceptable for these purposes, unless they mutually agree otherwise in writing. For all Traffic exchanged pursuant to this Agreement, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered SS7 messages for call set-up, including without limitation ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate interoperability of SS7-based features and functions between their respective networks, including CLASS features and functions to the extent, if any, that the same shall otherwise have been, or be, deployed by them. All SS7 signaling parameters, including, but not limited to the originating End User telephone number, shall be provided by each Party in conjunction with all Traffic such Party delivers to the other Party. Each Party shall transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).
- 14.3. Except to the extent, if any, necessary for ILEC to comply with Sections 14.2, 19.2 or 19.5, any reference to industry standards, industry guidelines or industry practices in this Agreement shall not be construed to impose upon ILEC any obligation to deploy any new equipment or software upgrade. If a change in capabilities, capacities or functionalities deployed by ILEC shall materially interfere with Astound's interconnection pursuant to this Agreement, ILEC and Astound shall cooperate with one another in good faith to minimize such interference or to deploy such reasonable reconfiguration of their respective facilities as may be necessary to remedy such interference. No such interference shall be a violation of this Agreement (i) if such interference was not reasonably foreseeable by ILEC or, (ii) if such interference was reasonably foreseeable by ILEC, ILEC gave Astound reasonable notice thereof. Nothing contained in this Agreement shall be construed to constitute an acknowledgment, agreement or admission by ILEC that "industry standards," "industry guidelines" or "industry

practices” exist in general or with respect to any specific matter; provided, however, that this sentence shall not be construed to affect any ILEC obligation under Sections 14.2, 19.2 and 19.5. Nothing contained in the two immediately preceding sentences shall relieve ILEC of its interconnection obligations to Astound.

- 14.4. Traffic shall not be combined in the same trunk group or the same Interconnection Facility with non-Traffic.
- 14.5. Only Traffic that both originates from and terminates to services that are assigned telephone numbers that are associated in the Local Exchange Routing Guide (“LERG”) with the South Whidbey Rate Center shall be exchanged between Astound and ILEC pursuant to this Agreement, and only such Traffic shall be passed over any Interconnection Facility between them that is subject to this Agreement.
- 14.6. Nothing contained in this Agreement shall be construed to require ILEC to change the clock synchronization of any of its equipment or facilities.
- 14.7. Nothing contained in this Agreement shall be construed to require ILEC to accept Astound Traffic in VoIP format.

15. Transit Traffic

- 15.1. As used in this Section 15, the term “Transit Service” means ILEC’s delivery of Traffic between Astound and an ILEC Subtending Provider (“Transit Traffic”). As used in this Section 15, the term “ILEC Subtending Provider” means any third party incumbent local exchange service provider, competitive local exchange service provider (“CLEC”) or wireless service provider that subtends ILEC’s local exchange service switching facilities for the purpose of facilitating the origination and/or termination of Transit Traffic. An incumbent local exchange service provider, CLEC or wireless service provider shall be considered to subtend ILEC’s local exchange switching facilities if, and only if, such provider’s sole local connection to the public switched telephone network (“PSTN”) is through ILEC’s local exchange switching facilities. ILEC will provide Transit Service to Astound with respect to Transit Traffic to an ILEC Subtending Provider and charge Astound for such Transit Traffic that Astound sends ILEC for delivery to such ILEC Subtending Provider at the rates specified in Attachment I, as the same may be amended from time to time as contemplated by Section 15.1.7 below; provided, however, that ILEC shall have no obligation to

provide Transit Service to Astound unless all of the following conditions are satisfied with respect to such ILEC Subtending Provider and such Transit Traffic:

- 15.1.1. ILEC shall have received (i) Astound's written request that ILEC provide such Transit Service with respect to Transit Traffic to and from such ILEC Subtending Provider in form and substance satisfactory to ILEC and (ii) Astound's written consent to receive from ILEC Transit Traffic originating from such ILEC Subtending Provider in form and substance satisfactory to ILEC;
- 15.1.2. ILEC shall have received from such ILEC Subtending Provider its written consent, in form and substance satisfactory to ILEC, for ILEC to deliver to such ILEC Subtending Provider's network Transit Traffic originated by Astound or Astound End Users;
- 15.1.3. ILEC shall have received from such ILEC Subtending Provider its written agreement to pay ILEC's Transit Service rates and charges for Transit Traffic originated by such ILEC Subtending Provider or End Users of such ILEC Subtending Provider; provided, however, that if this condition is not satisfied, but all other of the conditions set forth in Sections 15.1.1, 15.1.2 and 15.1.4 are satisfied with respect to such ILEC Subtending Provider, then ILEC shall have no obligation to provide Transit Service for Transit Traffic originated by such ILEC Subtending Provider or any of its End Users, but ILEC's obligation to provide Transit Service for Transit Traffic originated by Astound or any of its End Users shall not be affected by the lack of satisfaction of the condition set forth in this Section 15.1.3.
- 15.1.4. ILEC shall have received full payment of all of ILEC's rates and charges for such Transit Service payable by Astound, except for such rates and charges, the payment of which is not yet then delinquent;
- 15.1.5. ILEC shall have received full payment of all of ILEC's rates and charges for such Transit Service

payable by such ILEC Subtending Provider, except for such rates and charges, the payment of which is not yet then delinquent; provided, however, that if this condition is not satisfied, but all other of the conditions set forth in Sections 15.1.1, 15.1.2 and 15.1.4 are satisfied with respect to such ILEC Subtending Provider, then ILEC shall have no obligation to provide Transit Service for Transit Traffic originated by such ILEC Subtending Provider or any of its End Users, but ILEC's obligation to provide Transit Service for Transit Traffic originated by Astound or any of its End Users shall not be affected by the lack of satisfaction of the condition set forth in this Section 15.1.5;

15.1.6. The providing of such Transit Service by ILEC shall not require any modification of ILEC's facilities or systems, other than those that can be readily accommodated by ILEC at no cost to ILEC; and

15.1.7. Such ILEC Subtending Provider shall at all relevant times be a Telecommunications Carrier that either is exempt from such registration by reason of having been operating under tariff within the State of Washington prior to January 1, 1985, or by reason of Federal preemption, or is duly registered with the Commission pursuant to the laws of the State of Washington, as the same may be amended from time to time, including, but not limited to RCW 80.36.350, as the same may be amended from time to time, or pursuant to any law of the State of Washington that is a successor thereto, and Astound shall have the burden of establishing the applicability of any exemption referred to in this Section 15.1.7.

15.2. Subject to Section 15.1 above, ILEC will use reasonable efforts to deliver each Transit Traffic call it transmits to Astound's network with all SS7 Common Channel Interoffice Signaling (CCIS), and other applicable signaling messages, pertaining to such call that ILEC receives from the ILEC Subtending Provider originating such call; provided, however, that nothing contained in this Agreement shall obligate ILEC to deliver to Astound any SS7 CCIS or other signaling message that is otherwise available

to Astound or to deliver to Astound any SS7 CCIS or other signaling message if such delivery cannot be accomplished without modification to ILEC's facilities or systems that is other than cost-free to ILEC.

- 15.3. Unless ILEC hereafter assumes such obligation in writing, ILEC shall have no obligation to perform any local number portability query with respect to any Transit Traffic originated by Astound or any of Astound's End Users and shall not be considered to be the N-1 carrier with respect to any such Transit Traffic; all local number portability queries with respect to any such Transit Traffic shall be performed by Astound prior to delivery of such Transit Traffic to ILEC, and as so delivered to ILEC, the signaling or set-up message for such Transit Traffic shall contain in the appropriate data field the Local Routing Number referred to in Section 19.5 applicable to such Transit Traffic.

16. Interconnection Facilities and Compensation

16.1. Interconnection Facilities

- 16.1.1 Each Party shall bear its own costs to reach the POI. If either Party obtains facilities from the other Party in order to enable such first Party to reach the POI, the compensation for such facilities shall be separate and distinct from any transport and termination per minute of use charges, and shall be based upon applicable tariffs or as otherwise agreed in writing between the Parties.
- 16.1.2 (Reserved)
- 16.1.3 (Reserved)
- 16.1.4 Unless otherwise mutually agreed by the Parties in writing, Interconnection Facilities that are obtained by Astound from ILEC for Interconnection purposes, shall be provided to Astound, and paid for by Astound, at rates and charges that are the same as those rates and charges of ILEC as are set forth in ILEC's jurisdictionally applicable access services tariff.
- 16.1.5 When Interconnection Facilities are obtained by Astound from ILEC, they shall be deemed to be provided by ILEC as "services," and not as

“facilities,” unless ILEC agrees otherwise in writing.

16.1.6 Notwithstanding any other provision of this Agreement, if Astound elects to order Interconnection Facilities from ILEC’s access services tariff, the terms of said tariff shall apply.

16.2 Compensation for Traffic

16.2.1 The reciprocal compensation for the exchange of Telecommunications Traffic will be as set forth on Attachment I (“Pricing Schedule”), which is attached hereto and incorporated herein by this reference.

16.2.2 The reciprocal compensation for the exchange of Information Services Traffic will be as set forth on Attachment I (“Pricing Schedule”), which is attached hereto and incorporated herein by this reference.

16.2.3 The compensation payable by Astound to Whidbey for Whidbey’s performance of Transit Service with respect to Transit Traffic originated by Astound or Astound End Users will be as set forth on Attachment I (“Pricing Schedule”), which is attached hereto and incorporated herein by this reference.

17. Dialing Parity

17.1 Neither Party shall require its End User to dial more digits to call the other Party’s End User than would be required to call any other End User within the South Whidbey Exchange and the South Whidbey Rate Center.

18. Office Code Translations

18.1 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the LERG to the extent necessary to recognize and route Traffic to the other Party's assigned South Whidbey Exchange NXX codes at all times in accordance with the LERG.

- 18.2 When more than one carrier is involved in completing a Traffic call, the N-1 carrier has the responsibility to determine if a Local Number Portability (“LNP”) query is required, to launch the query, and to route the call to the appropriate switch or network in which the terminating telephone number resides.
- 18.3 If a Party is the N-1 carrier with respect to a Traffic call and does not fulfill, or cause to be fulfilled, its N-1 carrier LNP responsibility, if any, with respect to such Traffic call, the other Party shall perform queries on Traffic calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the terminating telephone number resides. The N-1 carrier shall be responsible for payment of charges to the other Party for any LNP queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider but only with respect to such Traffic calls as may have been misrouted by the Party having the N-1 carrier responsibility.

19. Local Number Portability

- 19.1. Local Number Portability (LNP) provides an End User the ability to retain its existing telephone number when changing from one telecommunications carrier to another within the same rate center.
- 19.2. The Parties recognize that some of the Traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported. The Parties shall provide LNP query, routing and transport services in accordance with the rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council (“NANC”), to the extent the same shall have been adopted or approved by the FCC. The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party's applicable tariff or as shall otherwise be mutually agreed upon in writing by the Parties.
- 19.3. The Parties will provide LNP with respect to End Users in the South Whidbey Rate Center.
- 19.4. Both Parties will cooperate to perform mutually agreeable testing to ensure interoperability between their respective networks and systems with regard to LNP in the South Whidbey Rate Center.

Each Party shall give notice to the other Party of any LNP affecting system updates to the first said Party's systems that such Party knows, or has reasonable grounds to believe, will adversely affect the other Party's network with respect to LNP in the South Whidbey Rate Center, and each Party shall, at the other Party's request, perform reasonable tests to validate with respect to LNP in the South Whidbey Rate Center the operation of its portion of the network.

- 19.5. The Parties agree that Traffic will be routed via a Location Routing Number ("LRN") assigned in accordance with industry guidelines.
- 19.6. The obligations in this Section 19 shall apply to a Party only to the extent, if any, that such Party shall be required by law to provide LNP.
- 19.7. If ILEC has not deployed LNP in the South Whidbey Rate Center as of the effective date of this Agreement, the Parties shall negotiate in good faith and agree upon a mutually satisfactory date by which such deployment shall occur. In addition to other limitations on liability contained in this Agreement, ILEC shall not have any liability to Astound or to any person or entity claiming by, through or under Astound, if ILEC fails to meet such date, provided that such failure is a result of technical complexities or difficulties not readily solvable by ILEC in time for it to meet such agreed deployment date and provided further that ILEC diligently pursues resolution of such technical complexities or difficulties.

20. Coordination of Transfer of Service

- 20.1. When an End User transfers local exchange service from one Party to the other Party and seeks to port the telephone number associated with such service, the Parties will coordinate the timing for disconnection from one Party and connection with the other Party so that transferring End Users are not without service for any extended period of time.
- 20.2. The Parties will establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize one or more mutually acceptable local service request ("LSR") formats for the exchange of necessary information for coordination of transfers of local exchange service between the Parties in the South Whidbey Exchange. Neither Party will charge the requesting Party for LSRs with respect to such transfers.

- 20.3. Each Party is responsible for following FCC and Commission rules for obtaining authorization from each End User initiating transfer of local exchange service from one Party to the other Party. To the extent, if any that Astound provides, or shall hereafter provide during the term of this Agreement, wholesale service, Astound shall be responsible not only for compliance with this Section 20 as a wholesale service provider, but shall also be responsible for full compliance with this Section 20 as though it were the provider of retail service to the End User. Without limiting the foregoing, Astound shall be responsible for ensuring that any End User that has ported its telephone number from ILEC to Astound is able to re-port that telephone number back to ILEC, if the End User so desires.
- 20.4. Each Party will accept properly completed transfer of service requests from the other Party for one End User that includes multiple requests for transfers within the South Whidbey Rate Center and where each of the telephone numbers to which such requests pertain is to be ported and has the same End User of record reflected in the records of the Party from whom the End User desires to port such numbers.

21. Directory Listings

- 21.1. Astound hereby represents that, as of the effective date of this Agreement, neither Astound nor any Affiliate or wholesale customer of Astound distributes or publishes any directory covering any portion of the South Whidbey Rate Center. If either Astound or any Affiliate or wholesale customer of Astound hereafter publishes or distributes any directory covering any portion of the South Whidbey Rate Center, the provisions of this Section 21 shall apply. Notwithstanding the preceding sentence, the indemnification obligations set forth in Section 21.7 shall apply to both Parties from and after the effective date of this Agreement. If either Astound or any Affiliate or wholesale customer of Astound commences to publish or distribute any directory covering any portion of the South Whidbey Exchange, Astound shall give written notice thereof to ILEC in accordance with Section 11 not less than forty-five (45) days prior to the cut-off for the submission by ILEC of listings for inclusion in the said directory. For purposes of this Section 21, any directory published or distributed by any wholesale customer of Astound shall be treated as though it were published or distributed by Astound.

- 21.2. Each Party may submit to the other Party or the other Party's directory publisher, as specified by such other Party, the subscriber list information (including additions, changes and deletions) for its End Users having telephone numbers assigned to the South Whidbey Rate Center. It is the responsibility of the Party submitting directory listings to the other Party or to the other Party's directory publisher, to submit such listings in the manner and format prescribed by such other Party, or such other Party's directory publisher, prior to the directory listing publication cut-off date for such other Party's directory for the South Whidbey Rate Center, which manner, format and cut-off date will be provided to the Party desiring to submit such listings upon written request for such information submitted in accordance with Section 11 to the other Party by the Party desiring such information.
- 21.3. To the extent that listings are furnished as provided in this Section 21, each Party will include the other Party's End Users' primary listings (residence and business) in such first Party's White Pages directory that includes such first Party's primary listings for the South Whidbey Rate Center. Listings of the other Party's End Users will be interfiled with listings of such first Party's End Users and the customers of other local exchange carriers, if any, in the local section of such first Party's published White Pages directory or directories that include the South Whidbey Rate Center.
- 21.4. Neither Party shall deliver to the other Party, for inclusion in its directory pursuant to this Section 21, any "Non-Published" or "Non-Listed" listing.
- 21.5. Each Party, to the extent that it publishes any directory containing White Page listings covering the South Whidbey Rate Center or any portion thereof, will, at no charge to the other Party, include in such telephone directory or directories a single, basic, primary white page listing for telephone numbers of the South Whidbey Rate Center assigned to such other Party's End Users, provided that the non-directory publishing Party shall have furnished the directory publishing Party with all information necessary for the directory publishing Party to provide such listing. The directory publishing Party shall not be required to include in any such basic, primary listing any material that it would not include in such listing, if the End User were its End User. The non-directory publishing Party will pay the directory publishing Party's tariffed charges for additional directory listings for the same End User or additional material in

the same primary listing. No other charges for a directory listing furnished by the directory publishing Party to the non-directory publishing Party will apply for white page listings furnished by the directory-publishing Party with respect to South Whidbey Rate Center telephone numbers assigned by the non-directory publishing Party to its End Users. The non-directory publishing Party shall not charge the directory publishing Party for any listings furnished by the non-directory publishing Party to the directory publishing Party pursuant to this Section 21.

21.6. If a Party uses a third party to publish and provide directories, upon written request by the other Party delivered to such first Party in accordance with Section 11, such first Party will provide to the other Party the contact information for such first Party's directory provider. Such first Party will cooperate with the other Party and the directory provider to ensure that the other Party's End-User listings, to the extent that the same have been appropriately and timely supplied in accordance with this Section 21, are included in the such first's Party's applicable White Pages directory consistent with such first Party's directory publication policies applicable to White Pages directory listings of its own similarly situated End Users.

21.7. Except for intentional acts or gross negligence of the other Party or its directory publisher, each Party ("Indemnifying Party") shall indemnify and hold harmless, and upon written request by the other Party, defend the other Party and the publisher of the other Party's directories, and their respective officers, directors, trustees, employees, attorneys, agents and representatives, from and against any and all claims, liabilities, judgments and costs (including reasonable attorneys' fees) (i) arising from the inclusion in such other Party's directory of any listing submitted by the Indemnifying Party to such other Party or such other Party's directory publisher, or (ii) arising from any error or omission in any such listing introduced by the Indemnifying Party or its directory publisher. Such indemnification, defense and holding harmless shall be governed by the provisions of Section 8.

21A. Directory Assistance Listings

21A.1 As used in this Section 21A, the following terms shall have the following meanings:

Directory Assistance Bureau means an operation that, either by means of live operators or mechanically, or by any combination

of live operators and mechanically, furnishes directly to End Users, upon telephonic (including, but not limited to, VoIP) request by such End Users, Directory Assistance Listings for other End Users.

Directory Assistance Database means the compilation of Directory Assistance Listings that is accessed by a Directory Assistance Bureau to furnish Local Directory Assistance.

Directory Assistance Listing and Directory Assistance Listings mean a set of data consisting of a South Whidbey Rate Center telephone number assigned by a Party to a direct, retail End User of that Party or that Party's Affiliate and the customer name and customer location (which may be either an address or a locality) associated with that telephone number. Reference in this Section 21A to a "telephone number assigned" by a Party shall include not only telephone numbers assigned by the referenced Party but also telephone numbers that have been ported to the referenced Party.

Local Directory Assistance means the provision to one or more End Users of information contained in Directory Assistance Listings for one or more other End Users.

21A.2 Astound hereby represents that, as of the effective date of this Agreement, neither Astound nor any Affiliate of Astound owns or operates any Directory Assistance Bureau. If either Astound or any Affiliate of Astound commences to own and/or operate a Directory Assistance Bureau, Astound shall give written notice thereof to ILEC in accordance with Section 11 not less than thirty (30) days prior to such commencement.

If Astound or any Affiliate of Astound commences to own and/or operate a Directory Assistance Bureau, and if requested by ILEC in writing, Astound agrees thereafter to negotiate in good faith the inclusion in Astound's Directory Assistance Database (and/or the Directory Assistance Database of such Astound Affiliate) of ILEC's Directory Assistance Listings for ILEC's End Users on terms (i) no less favorable to ILEC than the terms contained in this Section 21A applicable to Astound Directory Assistance Listings furnished to ILEC are favorable to Astound and (ii) no less favorable to ILEC than would be required by law or governmental regulation absent this provision. For purposes of this Section 21A.2, any Directory Assistance Bureau owned and/or operated by any Affiliate of Astound shall be treated as though it were owned and/or operated by Astound.

Notwithstanding any other provision of this Agreement, in the event that any Directory Assistance Listing of a Party shall come to be included in any Directory Assistance Database owned and/or operated by the other Party (or by any Affiliate of the other Party) by reason of such other Party (or such other Party's Affiliate) having acquired such Directory Assistance Listing from any third party, such first Party shall not owe such other Party (or such other Party's Affiliate) any compensation with respect to such inclusion.

21A.3 Astound may submit to ILEC Directory Assistance Listings (including additions, changes and deletions thereto) for Astound's End Users if ILEC then owns and/or operates a Directory Assistance Bureau that provides Local Directory Assistance for the South Whidbey Rate Center. Such listings shall be limited to one basic, primary listing for each South Whidbey Rate Center telephone number assigned by Astound to Astound End Users. Astound may request that ILEC include additional Directory Assistance Listings (or include in any Astound Directory Assistance Listing additional material not included in a basic, primary listing) in ILEC's Directory Assistance Database for South Whidbey Rate Center telephone numbers assigned by Astound. In such event, in addition to the non-recurring charge per Directory Assistance Listing specified in Section 21A.10, a recurring charge shall also apply thereto, as specified in Attachment II hereto, which attachment is incorporated herein as though fully set forth, and the said charge, to the extent applicable and to the extent that ILEC elects to render billing to Astound for such charges, shall be billed by ILEC and paid by Astound in accordance with Section 4; provided, however, that if a recurring charge applies pursuant to Section 21.5 to the same additional listing (or the same additional material), the recurring charge for such additional listing or such additional material that applies in accordance with Attachment II hereto shall be reduced (to not less than \$ -0-) by the amount of the said recurring charge that applies to the same listing or the same additional material pursuant to Section 21.5. It is Astound's responsibility to submit such Directory Assistance Listings that Astound desires to have included in ILEC's Directory Assistance Database in the manner and format prescribed by ILEC, which manner and format will be provided by ILEC to Astound upon written request for such information submitted by Astound to ILEC in accordance with Section 11.

- 21A.4 To the extent that Directory Assistance Listings in compliance with the requirements of this Section 21A are furnished by Astound to ILEC as provided in this Section 21A and are not rejected by ILEC pursuant to Section 21A.9, ILEC will include, or cause to be included, such Directory Assistance Listings in the Directory Assistance Database utilized by ILEC's Directory Assistance Bureau to furnish Local Directory Assistance to ILEC's End Users. ILEC will use commercially reasonable efforts to so include, or cause to be so included, such Directory Assistance Listings within a timeframe that is in parity with the timeframes within which ILEC includes, or causes to be included, in such Directory Assistance Database Directory Assistance Listings for its own End Users.
- 21A.5 Astound shall not, pursuant to this Section 21A, deliver to ILEC for inclusion in the Directory Assistance Database that is utilized by ILEC's Directory Assistance Bureau (i) any "Non-Published" listing, (ii) any listing other than listings that Astound is duly authorized to deliver for such purpose, or (iii) any listing that is for other than a South Whidbey Rate Center telephone number assigned by Astound to a direct, retail End User of Astound or to a direct, retail End User of a Astound Affiliate.
- 21A.6 ILEC's obligation to include Directory Assistance Listings submitted to it by Astound in the Directory Assistance Database utilized by ILEC's Directory Assistance Bureau is subject to those Directory Assistance Listings being submitted to ILEC in accordance with the manner and format specified by ILEC. In addition, ILEC shall not be required to enter into its Directory Assistance Database any Directory Assistance Listing or material that it would not include in its Directory Assistance Database or in the relevant Directory Assistance Listing, if the End User to which that Directory Listing pertained were its End User.
- 21A.7 Astound shall deliver to ILEC, for inclusion in ILEC's Directory Assistance Database pursuant to this Section 21A, only Directory Assistance Listings for Astound direct, retail End Users (or direct, retail End Users of a Astound Affiliate) that include a South Whidbey Rate Center telephone number assigned by Astound. Astound will use commercially reasonable efforts to deliver to ILEC requests for the inclusion of Directory Assistance Listings for such telephone numbers newly assigned by Astound or newly ported to Astound within two (2) business days after such telephone numbers are activated on Astound's system to receive calls, and such delivery shall occur no later than five (5) business days after such activation. Astound shall

use commercially reasonable efforts to deliver to ILEC requests for changes to Directory Assistance Listings previously submitted by Astound to ILEC within two (2) business days after the need for such change is identified by Astound or after such change is requested by the Astound End User (whichever shall first occur), and such delivery shall occur no later than five (5) business days after such identification or End User request (whichever shall first occur). Such requests shall be submitted in the manner and format reasonably specified by ILEC for such purpose.

- 21A.8 In the event that Astound shall deliver to ILEC any Directory Assistance Listing for inclusion in ILEC's Directory Assistance Database pursuant to this Section 21A, upon the End User to which that Directory Assistance Listing pertains ceasing to be a Astound End User with respect to the telephone number that is included in such Directory Assistance Listing, Astound shall use commercially reasonable efforts to deliver in writing to ILEC, within two (2) business days after such cessation, a request that the said Directory Assistance Listing be removed from ILEC's Directory Assistance Database, and such delivery shall occur no later than five (5) business days after such cessation. Such requests shall be submitted in the manner and format reasonably specified by ILEC for such purpose.

Astound hereby authorizes ILEC, upon the execution by ILEC of any inbound port to ILEC of any telephone number that is included in any Astound Directory Assistance Listing then-previously furnished by Astound to ILEC for inclusion in ILEC's Directory Assistance Database, to delete the said Astound Directory Assistance Listing from ILEC's Directory Assistance Database. Astound hereby consents to each such deletion.

- 21A.9 In the event that Astound submits to ILEC any request for any change to or deletion of any Astound Directory Assistance Listing then- previously furnished by Astound to ILEC, and ILEC is unable to find an exactly matching record within its Directory Assistance Database or to confirm that such listing has been deleted by ILEC pursuant to the second paragraph of Section 21A.8, upon request by ILEC, Astound shall cooperate with ILEC by submitting a corrected request or otherwise as may be reasonably requested by ILEC to facilitate identification of the Directory Assistance Listing to which such change or deletion pertains. If Astound submits a corrected request, it shall use commercially reasonable efforts to do so within two (2) business days after receipt by Astound of ILEC's request for such

corrected listing, and shall submit such corrected request no later than five (5) business days after Astound's receipt of such request. In the event that Astound submits to ILEC any request for the addition to ILEC's Directory Assistance Database of a new Astound Directory Assistance Listing or the change of a then-previously submitted Astound Directory Assistance Listing, and the request is rejected by ILEC, ILEC shall use commercially reasonable efforts to notify Astound of such rejection within five (5) business days after ILEC's receipt of such request, and such notification shall include identification of the reason(s) for such rejection. The submission by Astound of any corrected request for a Directory Assistance Listing shall be deemed to be a distinct request to which shall apply the Directory Assistance Service Request Charge set in forth in Attachment II hereto, which attachment is incorporated herein as though fully set forth.

21A.10 ILEC shall be entitled to be compensated by Astound for adding Astound Directory Assistance Listings to ILEC's Directory Assistance Database and/or changing Astound Directory Assistance Listings then-previously submitted by Astound to ILEC for inclusion in ILEC's Directory Assistance Database. Such compensation shall be at the rates and charges set forth in Attachment II hereto, which attachment is incorporated herein as though fully set forth, and the said rates and charges, to the extent applicable and to the extent that ILEC elects to render billing to Astound for such rates and charges, shall be billed by ILEC and paid by Astound in accordance with Section 4. Neither Astound nor any other party shall charge ILEC, or be entitled to any compensation from ILEC, for any Directory Assistance Listings furnished by Astound to ILEC pursuant to this Section 21A.

21A.11 Astound hereby authorizes and consents to ILEC's use of any and all Directory Assistance Listings furnished by Astound to ILEC, pursuant to this Section 21A, to provide Directory Assistance to ILEC's End Users and other customers and to the end users and other customers of any other telecommunications company or communications company to which ILEC provides, or shall hereafter provide, Directory Assistance.

21A.12 Except for intentional acts of ILEC or gross negligence of ILEC, Astound shall indemnify and hold harmless, and, upon written request by ILEC, defend ILEC and ILEC's Affiliates, and its and their respective officers, directors, trustees, employees, attorneys, agents and representatives, from and against any and all claims,

liabilities, judgments and costs (including reasonable attorneys' fees) (i) arising from the inclusion in ILEC's Directory Assistance Database of any Directory Assistance Listing submitted to ILEC by Astound pursuant to this Section 21A, (ii) arising from any error or omission in any such Directory Assistance Listing introduced by Astound or any of its subcontractors, and/or (iii) arising from any failure by Astound to timely notify ILEC that any such Directory Assistance Listing should be removed from ILEC's Directory Assistance Database. Such indemnification, defense and holding harmless shall be governed by the provisions of Section 8.

21A.13 Either Party may, in its sole discretion, select a different Directory Assistance Bureau provider to provide Local Directory Assistance to its End Users, or cease providing Directory Assistance to its End Users, and nothing contained in this Agreement shall prevent or inhibit such change. To the extent that either Party's change in Directory Assistance Bureau provider is reasonably expected to impact the access to and/or provision of the other Party's Directory Assistance Listing information to such first Party's End Users, such first Party will, within thirty (30) days of such determination, notify the other Party of such event.

21A.14 On an annual basis, ILEC may, but shall be under no obligation to, furnish to Astound a report of the Directory Assistance Listings for Astound End Users that are then included in ILEC's Directory Assistance Database. Within twenty (20) calendar days after its receipt of such report, Astound shall, in writing, either confirm to ILEC the correctness and completeness of the Directory Assistance Listings shown in the report, or notify ILEC of (i) those respects in which the Directory Assistance Listings shown in the report are incorrect, (ii) the changes necessary to render those Directory Assistance Listings correct in all respects, (iii) those Directory Assistance Listings that should be deleted from ILEC's Directory Assistance Database, and (iv) those Directory Assistance Listings that should be added to ILEC's Directory Assistance Database. As used in the immediately preceding sentence, (i) the term "correctness" means accurately reflecting in all respects the corresponding data elements contained in Astound's End User records and correct to the best of Astound's knowledge, and (ii) the term "completeness" means containing all of the Directory Assistance Listings for Astound End Users that should be included in ILEC's Directory Assistance Database and not containing any Directory Assistance Listing for any Astound End User that

should not be so included. ILEC is hereby authorized to make the additions, changes and deletions identified by Astound in its response to the said report, and a Directory Assistance Service Request Charge, as set forth in Attachment II hereto, which attachment is incorporated herein as though fully set forth, shall apply for each Directory Assistance Listing added or changed in response to the corrections so identified except for such corrections as shall be the result solely of ILEC error. Upon expiration of the said twenty-day period without any such confirmation or corrections having been received by ILEC, ILEC shall have the right to delete from ILEC's Directory Assistance Database any non-confirmed Astound Directory Assistance Listing(s) following an additional fifteen-calendar-days' written notice by ILEC to Astound of the pendency of such deletions. Astound hereby consents to each such deletion if Astound does not deliver to ILEC the above-specified confirmation and/or corrections within such additional fifteen-day notice period; provided, however, that Astound and ILEC may, but shall be under no obligation to, agree to additional time for Astound to perform its review of any report furnished to it by ILEC pursuant to this paragraph. If such additional time is so agreed upon, the intervals specified in this paragraph shall be modified accordingly with respect to such report.

22. 911 Requirements / Master Street Address Guide (MSAG)

22.1. Neither Party shall have any obligation to the other Party related to MSAG administration, 911 call routing or ALI database administration. As used in this Section 22.1, any reference to 911 includes E911 where E911 is provided.

23. Multiple Counterparts

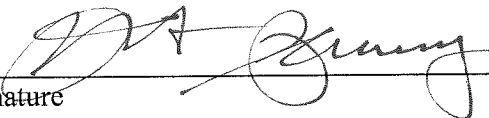
23.1. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

24. Entire Agreement

24.1. This Agreement, including Attachments I and II attached hereto, which are incorporated herein by reference, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to such subject matter.

IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: Astound Broadband, LLC



Signature

James A. Penney

Typed or Printed Name


Executive Vice President

Title

April 2, 2012

Date

By: Whidbey Telephone Company



Signature

Bruce Russell

Typed or Printed Name

Chief Operating Officer

Title

4/19/12

Date

Attachment I

PRICING SCHEDULE

SERVICE*	CHARGE
RECIPROCAL COMPENSATION:	
TANDEM INTERCONNECTION	Bill and Keep
END OFFICE TERMINATION	Bill and Keep
TRANSIT SERVICE FOR TRANSIT TRAFFIC ORIGINATED BY ASTOUND OR ASTOUND END USERS	\$.01 per originating access minute delivered to ILEC for Transit Service**

* This Pricing Schedule applies only to Traffic, as defined in the Agreement to which this Attachment I is attached, exchanged between Astound and ILEC. Whether Interconnection shall be Tandem Interconnection or End Office Interconnection shall be dependent upon mutual agreement of the Parties.

** Payable by Astound to ILEC.

Attachment II

ADDITIONAL PRICING SCHEDULE

Pursuant to Section 21A.3, Section 21A.9, Section 21A.10 and/or Section 21A.14 of the Agreement to which this Attachment II is attached, the following rate(s) and charge(s) shall be paid by Astound to ILEC for adding or changing each Astound Directory Assistance Listing to or in ILEC's Directory Assistance Database:

	<u>Rate / Charge</u>
Addition or Change of Directory Assistance Listing(s), each Listing	
Directory Assistance Service Request Charge	\$ 7.50

Pursuant to Section 21A.3 of the Agreement to which this Attachment II is attached, the following rate(s) and charge(s) shall be paid by Astound to ILEC for the inclusion in ILEC's Directory Assistance Database of additional Astound Directory Assistance Listing(s) and/or additional material not included in a basic, primary listing:

	<u>Rate / Charge</u>
Each Directory Assistance Listing For a Astound-Assigned South Whidbey Rate Center Telephone Number in Excess of the First Such Listing for Such Telephone Number	\$ 1.00*
Each Additional Line of Information Not Included in a Basic, Primary Listing	\$ 1.00*

* Applies each month and/or fraction thereof.