

LOCAL TRAFFIC EXCHANGE AND INTERCONNECTION AGREEMENT

This Local Traffic Exchange and Interconnection Agreement (this "Agreement") is made by and between Western Wahkiakum County Telephone Company ("ILEC"), a Washington corporation, and Charter Fiberlink WA-CCVII, LLC ("CLEC"), a Delaware limited liability company, and shall be binding upon the Parties upon signature by both of them, but shall not otherwise be effective unless and until it is approved by the Commission, and then it shall be effective as of the date of such approval (the "Effective Date"). This Agreement may refer to either ILEC or CLEC or both individually as a "Party" or collectively as the "Parties."

Witnesseth:

WHEREAS, ILEC is an Incumbent Local Exchange Carrier, as defined in paragraph (1) of subsection 251(h) of the Act, providing local exchange service in its territory consisting of a single Local Service Area, comprised of a single Local Calling Area, which in turn consists of the Gray River Exchange and the Naselle Exchange, each as identified more fully in ILEC's tariff(s) on file with the Commission, and the rate centers assigned to each such exchange by NANPA, namely, the Grays River Rate Center and the Naselle Rate Center; and

WHEREAS, CLEC is authorized by the Commission to operate as a Competitive Local Exchange Carrier in the State of Washington; and

WHEREAS, this Agreement is entered into pursuant to subsections 251(a) and (b) of the Act, but not subsection 251(c) of the Act;

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and CLEC agree to the foregoing and as follows:

1. DEFINITIONS

1.1. **Act** means the Communications Act of 1934, as amended, *inter alia*, by the Telecommunications Act of 1996.

1.2. **Affiliate** is defined as a person or entity that, with respect to a Party, directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than fifty percent (50%).

1.3. **Commission** means the Utilities and Transportation Commission of the State of Washington.

1.4. **Communication Service** means a service that permits electronic point-to-point communication that is similar to telephone service and that is either a telecommunications service or an information service, as those terms are defined by the FCC.

1.5. **Damages** means losses, costs, claims, judgments, liabilities, damages, and expenses (including reasonable attorneys' fees).

1.6. **End User** means the ultimate user of a voice communications service provided to such user (i) by a Party to this Agreement, or (ii) by a Wholesale Customer of a Party, where the service provided by such Party's Wholesale Customer is derived from a telecommunications service provided by that Party.

1.7. **FCC** means the Federal Communications Commission.

1.8. **Grays River Exchange** means ILEC's Grays River Exchange, as identified in ILEC's local exchange service tariff(s) on file with the Commission.

1.9. **ILEC Exchange** means either the Grays River Exchange or the Naselle Exchange.

1.10. **ILEC's Operating Territory** means the geographic areas included within the Grays River Exchange and the Naselle Exchange.

1.11. **ILEC Rate Center** means either ILEC's Grays River Rate Center or ILEC's Naselle Rate Center.

1.12. **Incumbent Local Exchange Carrier** is as defined in paragraph (1) of subsection 251(h) of the Act.

1.13. **Interconnection** is the linking of networks for the exchange, transmission and routing of Local Traffic.

1.14. **Local Access and Transport Area ("LATA")** is as defined in Section 153 of the Act.

1.15. **Local Calling Area** means one or more exchanges, as specified in ILEC's tariff or as established by the Commission, whichever shall be controlling as to ILEC's End User customers, within which any End User customer of ILEC having a telephone number assigned to an ILEC Exchange may, on a non-optional basis, make a call to any other such End User without incurring a toll charge.

1.16. **Local Service Area** means a contiguous geographic area within a LATA comprising one or more exchanges within which ILEC provides local exchange services. A Local Service Area may include all or part of one or more Local Calling Areas.

1.17. **Local Traffic** is defined as any call, regardless of the form, format, code or protocol used for call origination, transport or termination, that originates from an End User that throughout the duration of the call is physically located in one exchange and terminates to an End User that throughout the duration of the call is physically located in either the same exchange, or in another exchange that is part of the same mandatory Local Calling Area as the originating End User's exchange as defined and specified in ILEC's tariff, including any mandatory Extended Area Service ("EAS") or Extended Community Calling ("ECC") that ILEC (a) is obligated under law to treat as local or (b) otherwise treats as local for all of its End User customers in a Local Calling Area on a non-optional basis. As clarification of this definition and for purposes of Reciprocal Compensation, (i) Local Traffic will include VoIP-PSTN calls only if they terminate to an End User that is physically located in the same exchange, or in another

exchange that is part of the same mandatory Local Calling Area, as the exchange in which the originating End User is physically located, and (ii) for purposes of this Agreement, a call between a number assigned to a wireline service and a number assigned to a wireless service shall not be considered to be Local Traffic, regardless of whether or not it originates and terminates within the same Major Trading Area. Unless and until the Parties agree otherwise in writing, for purposes of this Agreement, Local Traffic is only traffic that originates from a ten-digit telephone number that is assigned to the Grays River Exchange and Grays River Rate Center or the Naselle Exchange and Naselle Rate Center and terminates to a ten-digit telephone number that is assigned to the same Local Calling Area as the Local Calling Area from which such traffic originates. Notwithstanding any other provision of this Agreement, any End User receiving open-end foreign exchange service from ILEC by means of an ILEC-assigned Grays River Rate Center telephone number or Naselle Rate Center telephone number shall, for purposes of this definition of Local Traffic, be deemed to be physically present in the Grays River Exchange or the Naselle Exchange, respectively.

1.18. **Major Trading Area** is as defined in 47 C.F.R. § 24.202(a).

1.19. **NANPA** means the North American Numbering Plan Administrator, as defined in 47 C.F.R. § 52.7 and designated by the FCC.

1.20. **Naselle Exchange** means ILEC's Naselle Exchange, as identified in ILEC's local exchange service tariff(s) on file with the Commission.

1.21. **Originating Party** means the Party who delivers Local Traffic that has been originated on its network by one of its End Users, or that has been originated on the network of one of its Wholesale Customers by an End User of such Wholesale Customer, to the other Party, for termination on the other Party's network.

1.22. **Rate Center** means a finite geographic point identified by a specific pair of V&H coordinates (i) which is used by ILEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific rate center and (ii) to which telephone numbering resources are assigned by NANPA pursuant to authority conferred upon it by the FCC; provided that, with the exception of open-end foreign exchange service offered by ILEC, the geographic area to which the same Rate Center is assigned cannot exceed the boundaries of the ILEC's Local Calling Area. As used in this Agreement, the term Rate Center means only ILEC's Grays River Rate Center or ILEC's Naselle Rate Center, unless the context clearly requires otherwise.

1.23. **Telecommunications Carrier** is as defined in Section 153 of the Act.

1.24. **Terminating Party** means the Party to whom Local Traffic is delivered by the other Party, or by an intermediate carrier, for termination on such first Party's network.

1.25. **VoIP-PSTN Traffic** is traffic that originates from and/or terminates to an End User customer of a service that requires Internet protocol-compatible customer premises equipment and is exchanged between carriers in Time Division Multiplexing ("TDM") format. For the avoidance of doubt, VoIP-PSTN Traffic is not limited to traffic originated on an interconnected VoIP service, as that term is defined in 47 C.F.R. § 9.3, but also includes traffic originated or

terminated on a non-interconnected VoIP service, as that term is defined in 47 C.F.R. § 64.601, and that is so exchanged.

1.26. **Wholesale Customer** means a Communication Service provider that purchases a telecommunications service from a Party and combines said service, either in whole or in part, into a retail Communication Service and offers that retail Communication Service to End Users.

2. SCOPE OF AGREEMENT

2.1. This Agreement addresses the rights and obligations of each Party to establish interconnection for the exchange of Local Traffic between the Parties' respective networks, and the compensation payable between the Parties for the exchange of such traffic pursuant to Sections 251(a) and (b) and 252 of the Act. The Parties shall not exchange wireless-to-wireline or wireline-to-wireless traffic pursuant to this Agreement. Subject to the terms, conditions and limitations set forth in this Agreement, the Parties agree to exchange Local Traffic as described more fully in Section 4 below.

2.2. ILEC is a rural telephone company as defined in Section 153 of the Act, and neither its negotiation nor entry into, nor performance of, this Agreement, nor anything contained in this Agreement, shall constitute, or be deemed to constitute, a waiver by ILEC of any immunity, exemption or right conferred upon it by the Act by reason of its being a rural telephone company as so defined.

2.3. This Agreement contemplates that a Party may deliver or accept Local Traffic originated by, or terminating to, End Users of one or more of its Wholesale Customers. Before CLEC does so with respect to any of its Wholesale Customers, it shall first so advise ILEC by written notice, which notice shall include the legal name and state of formation of each such Wholesale Customer, and the Operating Company Number ("OCN") of such Wholesale Customer, if such Wholesale Customer has been assigned an OCN.

3. TERM OF THE AGREEMENT

3.1. The initial term of this Agreement shall be two (2) years, beginning on the Effective Date.

3.2. At the end of the initial term and each renewal term, this Agreement shall automatically renew for an additional term of one year unless either Party gives to the other Party written notice at least ninety (90) days prior to the end of the then-current term of its desire to terminate this Agreement and negotiate a new agreement to govern the exchange of Local Traffic between the Parties' respective networks.

3.3. If either Party gives notice pursuant to Section 3.2 of its desire to terminate this Agreement and negotiate a new agreement, the Parties shall promptly commence negotiation in good faith in an effort to reach a new agreement and shall continue to exchange Local Traffic pursuant to the terms and conditions of this Agreement until they reach a new agreement, unless this Agreement is sooner terminated for default.

3.4. If the Parties are unable to negotiate a new agreement within one hundred and thirty-five (135) days after notice is provided pursuant to Section 3.2, until one hundred sixty (160) days after such notice is so provided either Party may petition the Commission to arbitrate any open issues pursuant to Section 252 of the Act.

3.5. Termination Upon Default.

Either Party may terminate this Agreement 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 sixty (60) calendar days after its receipt of written notice thereof. 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 the Party; or

b. A Party's refusal or failure in any material respect to perform any one or more of its material obligations under this Agreement, or the material violation by it or any of its Wholesale Customers of any of the material terms or conditions of this Agreement; or

c. A Party's assignment or attempted assignment of any right, obligation or duty, in whole or in part, or of any interest, under this Agreement without such consent, if any, as is required by Section 17.8 below.

3.6. Liability Upon Termination. Termination of this Agreement for any default shall not release either Party (i) from any liability which at the time of termination had already accrued to the other Party, or which thereafter accrues in any respect to any act or omission occurring prior to the termination or (ii) from any obligation which is expressly stated in this Agreement to survive termination.

4. METHOD OF INTERCONNECTION

4.1. Unless the Parties agree otherwise in writing or such Traffic is delivered to ILEC as Feature Group D access traffic, in which event it shall be subject to ILEC's Feature Group D access service tariffs, including all rates and charges applicable thereto, Local Traffic shall be transmitted by ILEC, if originating on ILEC's network, and be delivered to ILEC, if to be terminated on ILEC's network, over one or more two-way trunk groups dedicated exclusively to Local Traffic exchanged between the Parties, and such trunk group or trunk groups shall be used for such traffic, regardless of the direction of its transmission. The Parties shall mutually agree upon the quantity of such trunk groups and the quantity of trunks in each such group. Unless the Parties agree otherwise in writing, such trunk group or trunk groups shall be established utilizing a Special Access facility over a meet-point billing route, one end of which shall be ILEC's wire center GRRVWAXA, and the other end of which shall be Qwest Corporation's wire center ASTROR64, all as reflected in National Exchange Carrier Association, Inc. Tariff FCC No. 4 having an effective date of February 1, 2023. CLEC shall bear all charges payable to Qwest Corporation, or such other intermediate carrier(s) as may be involved with respect to Local Traffic originated by either Party and so exchanged and shall bear the cost of all facilities necessary to deliver such traffic to Qwest Corporation or such other intermediate carrier(s);

provided, however, that CLEC shall not be required to bear any of such costs as apply to facilities owned by ILEC and situated wholly within ILEC's Operating Territory, or as are attributable to ILEC's meet-point billing portion of any Special Access facility that is (i) utilized to provide such interconnection, (ii) provided jointly by ILEC and another incumbent local exchange carrier and (iii) provided over a "meet point billing route" listed in NECA Tariff FCC No. 4 that identifies ILEC as a participant therein. For clarification, and by way of illustration, as of the date of this Agreement, NECA Tariff FCC No. 4 shows a meet-point Special Access route between GRRVWAXA and Qwest Corporation's wire center ASTROR64, lists ILEC as a participant in such route and shows ILEC's meet-point billing percentage of such route as seventy-nine per cent (79%). This, in turn, gives rise to an implied financial Point of Interconnection located seventy-nine per cent (79%) of the airline distance between those two wire centers, as measured from GRRVWAXA toward ASTROR64. Under that illustration, ILEC would absorb its tariff charges applicable to seventy-nine per cent (79%) of the route between GRRVWAXA and ASTROR64, and CLEC would be responsible for payment of all other charges associated with said route.

4.2. Nothing herein is intended to limit any ability of the Terminating Party to obtain compensation from any intermediate carrier for Local Traffic transmitted to the Terminating Party through such intermediate carrier.

4.3. Signaling. The Parties will interconnect their networks for the exchange of Local Traffic using Signaling System 7 ("SS7") signaling as defined in applicable industry standards, including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common-channel signaling-based features. Signaling information in the exchange of Local Traffic shall be shared between the Parties based upon bill and keep compensation.

4.4. Signaling Parameters. ILEC and CLEC shall provide each other (and the intermediate service provider(s) in the event that, pursuant to subsequent written agreement, the Parties are using interconnection switched by one or more intermediate service providers) with the proper signaling information (*e.g.*, originating Calling Party Number ("CPN"), Jurisdiction Indication Parameter ("JIP") and destination called party number) to enable each Party to issue bills in a complete and timely fashion. All applicable SS7 signaling parameters will be provided by the originating Party, where technically feasible, including CPN, JIP, calling party category, charge number, *etc.*; provided, however, that nothing in this Agreement shall require ILEC (i) to deploy any SS7 signaling parameter that it has not otherwise deployed and that it is not required by applicable law, rule or regulatory order to deploy, or (ii) to route any 8XX or 900-type call pursuant to this Agreement. All applicable SS7-based privacy indicators will be honored.

4.5. Facility Additions. From time to time, upon mutual agreement of the Parties, additional interconnection trunks and associated facilities shall be installed and maintained when the capacity of existing trunks is exceeded or is reasonably expected to be exceeded. Where additional trunks or associated facilities are required and subject to CLEC submitting to ILEC such appropriate ordering/provisioning documentation as ILEC shall reasonably require, such equipment shall be obtained, engineered, and installed on the same basis and with the same intervals (or better) as any similar addition of trunks or facilities for the provisioning Party's own internal needs under substantially similar circumstances. For purposes of this Section 4.5,

“supply chain disruption” and “vendor product unavailability” shall each be added to the listing of potential Force Majeure Events set forth in Section 17.3 below.

4.6. Neither Party will deliver intraLATA or interLATA toll or switched access traffic, untranslated traffic to service codes (*e.g.*, 800, 888), or N11 traffic to the other Party pursuant to this Agreement. Nothing in this Agreement shall be construed to require either Party to translate service code traffic to ascertain whether or not its translated number is subject to routing pursuant to this Agreement as Local Traffic.

4.7. **[Reserved.]**

4.8. The Parties acknowledge and agree that if CLEC, or a Wholesale Customer of CLEC, assigns to a nomadic device one or more telephone numbers assigned by NANPA to either the Grays River Exchange and/or the Grays River Rate Center or the Naselle Exchange and/or the Naselle Rate Center, traffic that originates from, or terminates to, that device while it is beyond both the Grays River Exchange and Naselle Exchange shall not be considered to be Local Traffic, but instead shall be subject to ILEC’s tariffed access charges as intraLATA or interLATA switched access traffic. If CLEC, or a Wholesale Customer of CLEC, so assigns one or more such telephone numbers, CLEC shall promptly so advise ILEC in writing, together with CLEC’s good faith estimates of the percentage of total originating and terminating access minutes, stated separately, exchanged between the Parties pursuant to this Agreement that are reasonably expected to originate from or terminate to telephone numbers so assigned while such devices are beyond the Grays River Exchange and Naselle Exchange, and shall deliver to ILEC an update to such estimates every three months thereafter. CLEC agrees that such estimates may form the basis for the billing by ILEC of switched access charges attributable to such traffic, of which traffic fifty per cent (50%) shall be deemed to be jurisdictionally interstate and fifty per cent (50%) shall be deemed to be jurisdictionally intrastate.

5. NETWORK MANAGEMENT

5.1. General. The Parties will work cooperatively with each other to install and maintain effective and reliable interconnected networks for the exchange and termination of Local Traffic. The Parties will exchange appropriate information (*e.g.*, network information, maintenance contact numbers, escalation procedures, and information required to comply with lawful requirements of law enforcement and national security agencies) to achieve this desired reliability with respect to such traffic. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and/or prevent traffic congestion resulting from or affecting such traffic, and to investigate, minimize and take corrective action in cases of fraud by third parties pertaining to such traffic. Neither Party shall bear responsibility for, or have any obligation to investigate or make adjustments to, the other Party’s account in cases of fraud by the other Party’s customers or other third parties pertaining to such traffic; provided, however, that both Parties shall cooperate to discover and prevent fraud by each Party’s customers or other third parties pertaining to such traffic. Each Party will provide to the other Party written notice of such first Party’s network changes affecting such traffic in accordance with applicable federal and state rules and regulations.

5.2. Programming. Each Party shall regularly program and update its own switches and network systems in a timely manner to implement and reflect the routing specified in, or pursuant to, this Agreement for the exchange of Local Traffic. Each Party shall notify the other Party of any and all changes to NPA/NXX codes assigned to it by NANPA for use in association with the Grays River Rate Center and/or the Naselle Rate Center and, not less than thirty (30) days prior thereto, the dates on which the same shall first be placed into use. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, nor shall either Party fail or refuse to promptly and timely load into such first Party's switch(es) the other Party's NPA/NXX codes of which it has received written notice as required by this Section 5.2.

5.3. Grade of Service. Each Party shall provision its network to provide a designed blocking objective of P.01 or better with respect to traffic exchanged pursuant to this Agreement.

5.4. Protective Controls. Either Party may use reasonable protective network traffic management controls on Local Traffic toward or from each other's network, when required to protect the public switched network from congestion due to facility failure, switch congestion or failure, or focused overload; provided that such controls are applied in a manner that is reasonable and that does not unreasonably discriminate against Local Traffic toward or from the other Party's network. Each Party will immediately notify the other of any protective control action planned or executed by such first Party or any of its Wholesale Customers and that affects Local Traffic.

6. COMPENSATION FOR CALL TRANSPORT AND TERMINATION

6.1. Local Traffic. The Parties agree to a "bill and keep" reciprocal compensation plan under which neither Party shall be required to compensate the other for the transport and termination of Local Traffic.

6.2. Non-Local Assignment of Numbers.

a. Except as provided in subsection b. of this Section 6.2, if either Party assigns to one or more non-nomadic devices one or more numbers from an NPA/NXX that is assigned to an ILEC Rate Center to an End User physically located outside of the Local Calling Area associated with such ILEC Rate Center:

(i) traffic originating from within the Local Calling Area associated with the Rate Center to which the NPA/NXX is assigned and delivered to one or more of the said numbers assigned to the said End User physically located outside of such Local Calling Area, and

(ii) traffic originating from such number or numbers and terminating within the Local Calling Area associated with such Rate Center,

shall, for purposes of this Agreement, be deemed to be Local Traffic.

b. Upon not less than forty-five (45) days prior written notice provided by ILEC to CLEC, ILEC may elect to have such traffic originating from, or terminating to, non-local numbers assigned by CLEC and exchanged between ILEC and CLEC pursuant to this

Agreement treated as non-Local Traffic subject to ILEC's tariffed access charges. In such event, CLEC shall provide ILEC with monthly reports summarizing the number of originating and terminating messages and associated conversation minutes and access minutes for all such traffic so exchanged, separately identified as interstate or intrastate based upon the location of CLEC's, its Affiliate's or its Wholesale Customer's End User to whom the relevant telephone number is assigned – *i.e.*, with reference to telephone numbers associated with the Grays River Rate Center or the Naselle Rate Center being intrastate if such End User location is within the State of Washington and interstate if such End User location is beyond the State of Washington.

6.3. Neither Party shall represent switched access traffic or other non-Local Traffic as Local Traffic for purposes of determining compensation for such traffic.

6.4. CLEC represents and warrants that all of its traffic originates and terminates, and throughout the Term of this Agreement will originate and terminate, in Internet Protocol format. Accordingly, all traffic exchanged between the Parties pursuant to this Agreement shall be VoIP-PSTN traffic, as defined in Paragraph 940 of the FCC Order designated FCC 11-161, released November 18, 2011, and as used in Section 51.913 of the FCC's rules, 47 C.F.R § 51.913, unless the Parties agree in writing to exchange traffic in Internet Protocol format.

7. LOCAL NUMBER PORTABILITY

7.1. Local Number Portability ("LNP") provides an End User of local exchange service the ability to retain an existing telephone number when changing from one local exchange carrier to another at the same location or within the same Rate Center.

7.2. Each Party shall provide LNP in accordance with 47 U.S.C. § 251(b)(2) and all FCC orders and regulations concerning LNP applicable to such Party; provided, however, that nothing contained in this Agreement shall require, or be construed to require, ILEC to engage in porting with any carrier or other party other than CLEC; and provided further that if CLEC initiates any Port from ILEC on behalf of any Wholesale Customer of CLEC, CLEC shall take all measures necessary to ensure that such number will be ported back to ILEC upon submission to CLEC, by ILEC or otherwise, of a request for such port-back to ILEC.

7.3. Neither Party shall assess any charges, including but not limited to service order charges or processing fees, in connection with the porting of telephone numbers from one Party to the other; provided, however, this Section 7.3 shall not affect the application of ILEC's tariff charges to ILEC's End Users.

8. COORDINATION OF TRANSFER OF SERVICE

8.1. To serve the public interest of End Users, the Parties agree that when an End User transfers its service for calling within the same Local Calling Area ("Local Service") from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring End Users are not without Local Service for any extended period of time. Activities associated with transfer of Local Service will be coordinated between the Parties to ensure quality services to the public.

8.2. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of Local Service procedures for the exchange of necessary information for coordination of service transfers between the Parties.

8.3. Each Party is responsible for following FCC rules applicable to it for obtaining End User subscriber authorization from each End User subscriber initiating transfer of Local Service from one Party to the other Party.

8.4. Except as provided in Section 8.5 below, each of the Parties agrees to forebear, to the extent permitted by law, from imposing upon the other Party any requirement that such other Party submit to the first Party a separate letter of authorization (“LOA”) from each End User in order to view an End User’s customer service record or to request such Party to implement an outward port of such End User’s local telephone number. This Agreement will serve as a blanket covenant, representation and warranty by which each Party agrees that it will not submit to the other Party any request to view an End User’s customer service record or to port an End User’s telephone number without meeting all applicable state and federal requirements for such request.

8.5. In the event an End User subscriber has a freeze on its local service, the Party issuing the request for the porting of a number will promptly provide a copy of an LOA issued by the End User subscriber or other legally authorized validation of such Party’s authority to make such a request, or a service order signed by the End User subscriber indicating its authority to make such a request. Alternatively, as required by 47 C.F.R. § 64.1190(e)(2), the Party administering the freeze must accept the End User subscriber’s oral authorization to lift a local service freeze, and must permit such authorization to be given via a three-way call between the Party issuing the request, the Party administering the local service freeze, and the End User customer; provided, however, that the End User’s identity has first been verified in accordance with the reasonable requirements of the Party administering the local service freeze for such verification.

9. DIRECTORY LISTINGS AND DISTRIBUTION

9.1. The provisions in this Section 9 apply to each of the Parties to the extent that it is an issuer of a printed or electronic directory (“Directory Issuer”) for any portion of ILEC’s Operating Territory or is in possession of directory listings for one or more of its End Users or End Users of any of its Wholesale Customers (“Listing Holder”) in such area (“Directory Area”). The Directory Issuer may accomplish issuance of its directory through a third-party directory publisher (“Directory Publisher”), which may, but need not, be an affiliate of the Directory Issuer. As used in this Section 9, the term Directory Issuer refers to the Party that is not the Listing Holder, and the term Directory Publisher refers to the publisher of the Directory Issuer’s directories.

9.2. The Listing Holder may provide to the Directory Issuer or the Directory Publisher, whichever shall be specified by the Directory Issuer, the subscriber list information (including additions, changes and deletions) for the Listing Holder’s End Users located within the Directory Area and who desire to be Listed in the Directory Issuer’s directory or directories for such area. It is the Listing Holder’s responsibility to submit to the Directory Issuer or the Directory Publisher, whichever shall be specified by the Directory Issuer, directory listings in the manner

prescribed by the Directory Issuer or the Directory Publisher prior to the directory listing publication cut-off date, which will be provided to the Listing Holder by the Directory Issuer or the Directory Publisher upon the Listing Holder's written request submitted to the Directory Issuer or the Directory Publisher, whichever the Directory Issuer shall specify.

9.3. The Directory Issuer will include or cause the Directory Publisher to include in the subject printed directory the Listing Holder's End Users' primary listings (residence, business and government) in its White Pages Directory, and if applicable and done without separate charge to the End User, in its Yellow Pages Directory under the appropriate heading classification as determined by the Directory Publisher or in a section devoted to government listings, as well as in any electronic directory(ies) published (i) by the Directory Issuer or, (ii) on the Directory Issuer's behalf, by the Directory Publisher and, in each such instance, in which the Directory Issuer's own End Users within the Directory Area are ordinarily included. Listings of the Listing Holder's End Users will be interfiled with listings of Directory Issuer's own customers and, if applicable, the customers of other LECs, if any, in the local section of the Directory Issuer's subject directory or directories for the Directory Area.

9.4. Listings.

a. The Listing Holder shall not submit to either the Directory Issuer or the Directory Publisher any listing with respect to which the End User associated therewith has communicated to the Listing Holder the End User's preference that the said number not be listed or not be published. If and to the extent that prior to being so advised by the End User, the Listing Holder has submitted the listing to the Directory Issuer or the Directory Publisher, whichever shall be specified by the Directory Issuer, for inclusion in the Directory Issuer's directory or the Directory Issuer's published electronic listing database, the Listing Holder shall promptly in writing so advise the Directory Issuer and the Directory Publisher of the request for such listing to be removed. ILEC Tariff charges apply for End Users identified as "Non-Listed" or "Non-Published" and shall be timely paid by the Listing Holder if other than ILEC.

b. The Directory Issuer will provide each of Listing Holder's End Users assigned a number in either the Grays River Exchange or the Naselle Exchange a single, primary listing in the telephone directory that includes the End User's Exchange at no charge, including, but not limited to, any service order charge or processing fee. CLEC will pay ILEC's tariffed charges for additional directory listings for the same End User, or for changes to a primary listing previously submitted.

c. 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 its Directory Publisher, and their respective officers, directors, employees, attorneys, agents, shareholders and representatives, from and against any and all Damages 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. Such indemnification, defense and holding harmless shall be governed by the provisions of Section 14.2 below.

9.5. Directory Distribution.

a. If timely requested of the Directory Issuer in writing by the Listing Holder, the Directory Issuer will distribute, or cause to be distributed, its periodic (*e.g.*, annual), printed telephone directories to the Listing Holder's End Users in the same manner it distributes such telephone directories to its own End Users. The Listing Holder will provide any necessary delivery information (*e.g.*, mailing labels) at no cost to the Directory Issuer or the Directory Publisher, whichever shall be designated by the Directory Issuer, and the Listing Holder will reimburse the Directory Issuer or the Directory Publisher, whichever shall be so designated by the Directory Issuer, for the actual out-of-pocket cost of such distribution of directories to the Listing Holder's End Users. The term "out-of-pocket cost" means the amounts paid to third parties to accomplish such distribution, such as postage or other delivery service charges and/or charges by the Directory Publisher for the handling of such distribution on an average, per book basis. In addition, if ILEC charges its own End User subscribers a per directory charge for each printed directory (in excess of a free allowance per subscriber or per line, if applicable) or charges other third parties a per directory charge for each copy of its printed directory, ILEC may apply an equal charge for each copy of a printed directory that it (or its Directory Publisher) furnishes to CLEC and/or CLEC's End Users, which charges may be invoiced by ILEC to CLEC and, if so invoiced, shall be paid by CLEC in accordance with Section 12 below. Upon written request by the Listing Holder delivered to the Directory Issuer or the Directory Publisher, whichever shall be designated by the Directory Issuer, the Directory Issuer (or the Directory Publisher) will in writing advise the Listing Holder of the date on or before which the Listing Holder shall request such distribution to its End Users, or, if it so chooses, advise the Directory Issuer or the Directory Publisher, whichever shall be designated by the Directory Issuer, of the number of copies of the Directory Issuer's printed directory that it requires be supplied to it for delivery by it to its End Users.

b. The Listing Holder may choose to purchase additional books ("Reserves") subject to such availability and at rates established by the Directory Issuer from time to time for the Listing Holder's own inventory for its End Users who require such directories outside the normal delivery. The Directory Issuer will either provide, or cause to be provided, such rates to the Listing Holder by written notice to the Listing Holder or, if not so provided, then upon written request submitted by the Listing Holder to the Directory Issuer.

c. Nothing in this Agreement shall require, or be construed to require, the Directory Issuer to provide the Listing Holder's End Users with telephone directories from the Directory Issuer's Reserves, and such requests will be referred back to the Listing Holder unless otherwise provided for.

d. In the interests of clarity, and notwithstanding anything above in this Section 9, ILEC may require that any or all requests by CLEC for the inclusion of CLEC Directory Listings in ILEC's printed and/or electronic directories and/or pertaining to the distribution or delivery of ILEC's printed directories to CLEC and/or CLEC End Users be submitted by CLEC directly to ILEC's Directory Publisher, and ILEC may rely upon its Directory Publisher for the processing and/or fulfillment thereof.

9.6. Notwithstanding any other provision of this Agreement, in the event that either Party desires to submit any listings for inclusion in any of the other Party's directories for ILEC's Operating Territory, such other Party may designate to the said first Party that all of the said first Party's arrangements therefor, and/or for obtaining copies of said directories and/or the delivery thereof, shall be made with such other Party's Directory Publisher. Except for its own willful misconduct or gross negligence, such other Party shall have no liability for the acts or omissions of its Directory Publisher.

10. 911/E911 SERVICES

10.1. As between the Parties, each Party shall be solely responsible for all aspects of providing 911/E911 services to its End Users.

11. ACCESS TO THE INSIDE WIRE

11.1. If CLEC endeavors to access customer premise wiring, CLEC is responsible for accessing customer premise wiring without disturbing or exposing to electrical or other hazard ILEC plant or facilities. In no case shall CLEC remove or disconnect the loop facilities, power source or ground wire(s) from any ILEC NID, enclosure, or protector, or inside wire if such inside wire will continue to be used by ILEC to provide any service to the customer's premises. If CLEC removes the ILEC loop, any ground wire or any power source, or, in accessing customer premise wiring, exposes ILEC plant or facilities to electrical or other hazard, CLEC will hold ILEC (and ILEC's officers, directors, employees, shareholders, representatives and agents) harmless from any and all Damages arising from, or associated with, the removal of the ILEC loop or ground wire from the ILEC NID and/or such exposure to electrical or other hazard, indemnify, and upon written request by ILEC, defend ILEC, its officers, directors, employees, shareholders, representatives and agents from and against all such liability. Such holding harmless, indemnification and defense shall be governed by the provisions of Section 14.2 below. CLEC has no other right to remove or disturb any other connections to the NID, enclosure or protector under the terms of this Agreement. Furthermore, CLEC shall not remove or disconnect NID modules, protectors, or terminals from ILEC NID enclosures.

11.2. In no case shall CLEC access, remove, disconnect or in any other way rearrange, an End User's inside wiring from or in any ILEC NID, enclosure, or protector where such inside wiring is used in the provision of ongoing telecommunications service to that End User. In addition, CLEC shall use its best efforts to access the End User's inside wire in a manner that allows easy access to such inside wire, and such additional inside wire as may be installed by CLEC, by ILEC or another local exchange carrier that may replace CLEC at that location.

11.3. Due to the wide variety of NIDs utilized by ILEC (based on customer and environmental considerations), CLEC may access the End User's inside wiring, acting as the agent of the End User, but only if so designated by the End User, by any of the following means:

- a. Where an adequate length of inside wiring is present and environmental conditions permit, CLEC may remove the inside wiring from the customer's side of the ILEC NID and connect that inside wiring to CLEC's NID, in which event CLEC shall not shorten or

otherwise modify such inside wiring in any way that would prevent or hinder restoration of its connection to the terminals within the customer's side of the ILEC NID.

b. Where an adequate length of inside wiring is not present or environmental conditions do not permit, CLEC may enter the customer side of the ILEC NID enclosure for the purpose of removing the inside wiring from the terminals of ILEC's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole on the customer side of such NID enclosure to the inside wiring within the space of the customer side of the ILEC NID. Such connection shall be electrically and environmentally insulated and shall not make any contact with the connection points or terminals within the customer side of the ILEC NID.

11.4. Notwithstanding the foregoing, when CLEC is connecting its facilities to the inside wiring of an End User's premises through the customer's side of the ILEC NID, CLEC does not need to submit a request to ILEC, and ILEC shall not charge CLEC for access to the ILEC NID; provided, however, that within three (3) business days after adding or altering any wiring in any ILEC NID, CLEC shall give ILEC written notice thereof.

12. BILLING AND PAYMENT

12.1. **Billing.** Each Party shall bill the other Party on a monthly basis for all applicable charges under this Agreement. Charges will be billed in advance for all services and facilities to be provided during the next billing period except for charges associated with service usage and nonrecurring charges, which will be billed in arrears. Notwithstanding the foregoing, charges specified in this Agreement to be pursuant to ILEC tariffs shall be billed in accordance with such ILEC tariffs.

12.2. **Payment Due.** Payment of all invoices is due within thirty (30) days after the invoice date. If the thirtieth day after the invoice date falls on a Saturday, Sunday or designated bank holiday in the State of Washington, the payment due date shall be the next day thereafter that is not a Saturday, Sunday or such designated bank holiday in the State of Washington. Notwithstanding the foregoing, payment of charges specified in this Agreement to be pursuant to ILEC tariffs shall be due in accordance with such ILEC tariffs.

12.3. **Late Payment Charge.** Late payments (including late payment of disputed amounts that are resolved in favor of the Billing Party) shall be subject to a late payment charge equal to the lesser of one percent (1%) per month or portion thereof or the maximum rate allowed by law of the unpaid balance until the full amount due, including associated late payment charges, is paid in full. Late payment charges do not accrue on unpaid late payment charges. Notwithstanding the foregoing, late payment charges applicable to unpaid amounts due ILEC pursuant to its tariffs shall be determined in accordance with ILEC's applicable tariffs.

12.4. **Billing Disputes.**

a. **Unpaid Amounts.** The billed Party shall provide written notice to the billing Party of any dispute concerning any billed but unpaid amount within sixty (60) days after the invoice date, providing specific details regarding the disputed amount and the reason for disputing each disputed item. The billed Party shall pay by the payment due date all invoiced amounts

that are not disputed within sixty (60) days of the invoice date, subject to the right to dispute amounts after payment as provided in Section 12.4.b below.

b. Paid Amounts. The billed Party shall provide written notice to the billing Party of any dispute concerning any billed amount which the billed Party has already paid within one (1) year after the invoice date. If the billed Party fails to dispute any amount within such one (1) year period, whether paid or not, the amount billed shall conclusively be deemed correct, and the billed Party shall be deemed to have waived any right to dispute its obligation to pay such amount or to seek a refund thereof; provided, however, that if an amount billed by ILEC is billed pursuant to ILEC tariff, or is due pursuant to such tariff but unbilled, notwithstanding the expiration of such one-year period, it shall be subject to correction by ILEC to the extent required of ILEC by law or regulatory requirement.

c. Prospectively Disputed Class of Charges. If a class of charges has been invoiced to the billed Party for three consecutive billing periods and the billed Party has specifically disputed that class of charges in accordance with Section 12.4.a above during each of the three consecutive billing periods and such dispute either remains unresolved or is resolved in the billed Party's favor, the billed Party may dispute that class of charges on a prospective basis beginning with the fourth billing period in which that class of charges is invoiced until the dispute is resolved by giving written notice of such prospective dispute within ten (10) business days after the due date of the fourth consecutive invoice containing the disputed class of charges, providing specific details regarding the disputed class, as well as the circumstances surrounding and reasons for disputing the class of charges. For so long as the billed Party intends to continue such prospective dispute, it shall renew its dispute notification not less frequently than once every six (6) months, measured from the date written notice of such prospective dispute was first given.

d. Resolution of Disputes. All disputes concerning invoiced amounts will be resolved pursuant to the Dispute Resolution provisions set forth in Section 13 below. Upon resolution of any disputed charges—

i. no later than the second bill date following resolution of the dispute, the billing Party shall credit the billed Party's account for all disputed amounts resolved in favor of the billed Party, any late payment charges actually paid by the billed Party with respect to such disputed amounts, and interest at the same rate as the late payment charge on all amounts actually paid by the billed Party with respect to such disputed amounts; and

ii. within fifteen (15) days following resolution of the dispute, the billed Party shall remit to the billing Party any unpaid portion of all disputed amounts resolved in favor of the billing Party, together with applicable late payment charges on such unpaid amounts.

12.5. Back Billing. Neither Party will bill the other Party for previously unbilled charges for services or facilities that were provided more than one (1) year prior to the date of billing; provided, however, that this Section 12.5 shall not apply to amounts that either Party is required by law or regulatory requirement to bill for the duration of such requirement.

12.6. Recording. The Parties shall each perform traffic recording and identification functions necessary to provide and bill for the services contemplated hereunder. Except as otherwise provided in this Agreement, to the extent relevant to its calculation and presentation of invoices pursuant to this Agreement, each Party shall calculate terminating minutes of use based on standard automatic message accounting records made within its network or within the networks of one or more other, intermediate carriers. The records shall contain both ANI and service provider information necessary to identify the originating carrier. Notwithstanding the foregoing, in the event that ILEC is unable to perform such recording of either originating or terminating Local Traffic (or both originating and terminating Local Traffic) exchanged by the Parties pursuant to this Agreement (which shall not be considered to be a violation of this Section 12.6), CLEC shall, upon written request by ILEC and without charge, provide to ILEC copies of CLEC's records of such traffic monthly and in a mutually agreed upon format, and such records may be used by ILEC for purposes of its calculation and presentation of such invoices.

13. DISPUTE RESOLUTION

13.1. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission and when arbitration by the Commission is otherwise provided for herein, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation to the extent reasonably possible. Accordingly, except for actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

13.2. Informal Resolution of Disputes. At the written request of either Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in any arbitration, lawsuit or regulatory proceeding without the concurrence of all Parties. Documents identified in or provided with such communications which are not prepared for purposes of the negotiations are not so exempted and may, if otherwise discoverable, be discovered or if otherwise admissible, be admitted in evidence, in any arbitration, lawsuit or regulatory proceeding.

13.3. Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution of any dispute within sixty (60) days after the written request for informal resolution, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. Each Party shall bear its own costs arising from any formal dispute resolution process, except that the Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

13.4. Continuity of Service. Unless prohibited by applicable law, rule or regulation, or required for network protection or to prevent a violation of law or continuance of a violation of

law, during the pendency of any dispute resolution procedure the Parties shall continue providing services to each other and shall continue to perform their payment obligations (including making payments in accordance with this Agreement).

14. LIABILITY

14.1. Indemnity. Each Party (the “Indemnifying Party”) shall defend, indemnify and hold harmless the other Party and its officers, directors, employees, shareholders representatives, agents and suppliers (collectively, “Indemnified Party”) from and against any and all Damages suffered or asserted by customers and other third parties and arising under, or attributable to, the performance, non-performance or breach of this Agreement by the Indemnifying Party for:

a. damage to tangible personal property or personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

b. claims for infringement of patents arising from the Indemnifying Party’s (i) combining the Indemnified Party’s facilities or services with, or (ii) use of the Indemnified Party’s services or facilities in connection with, facilities or services of the Indemnifying Party; provided, that no right or obligation shall arise under this item b. if such infringement (x) would exist absent such combining or such use or (y) does not arise from combining or use of facilities or services of the Indemnified Party furnished pursuant to this Agreement. In order for the rights and obligations to arise under this item b., the Indemnified Party must provide prompt notice to the Indemnifying Party of any such claim for infringement of patents;

c. claims for wrongful publication in a printed or electronic directory of a listing that the End User to whom such listing pertains had requested not be listed or published, where such listing was submitted for publication by the Indemnifying Party (or the Indemnifying Party’s Directory Publisher) to the Indemnified Party or to the Indemnified Party’s Directory Publisher;

d. breach by CLEC of its warranty set forth in subsection b. of Section 14.4 below; and

e. claims arising from any change made by CLEC and/or by any of its employees, agents or contractors to any ILEC NID or to any wiring within, or connecting to, any ILEC NID.

Neither Party’s indemnification obligations hereunder shall be applicable to any Damages to the extent caused by, arising out of or in connection with the negligence, intentional acts or omissions or willful misconduct of the Indemnified Party, including its employees, agents and contractors.

14.2. Procedure. The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under subsection b. of Section 9.4, Section 11.1 and/or Section 14.1 above, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand. In the event the Indemnifying Party

does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action, and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense so incurred. In the event the Party otherwise entitled to indemnification from the other Party pursuant to this Agreement elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand. The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit subject to this Section 14.2. Neither Party shall accept the terms of a settlement in any such matter that involves or references the other Party without the other Party's written approval.

14.3. Limitation. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT TO THE EXTENT CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WITH RESPECT TO MATTERS ARISING UNDER, OR PERTAINING TO THE SUBJECT MATTER OF, THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS AFFILIATES, CUSTOMERS OR END USERS FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES, OR DAMAGES, INCLUDING ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ALL CLAIMS FOR WHICH, HELD BY A PARTY, ARE HEREBY SPECIFICALLY WAIVED BY SUCH PARTY.

14.4. Warranties and Disclaimer of Warranties.

a. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

b. CLEC hereby represents and warrants to ILEC (i) that CLEC is a Telecommunications Carrier with respect to each ILEC Exchange and each ILEC Rate Center, and (ii) each Affiliate of CLEC and each Wholesale Customer of CLEC whose Traffic CLEC delivers to ILEC pursuant to this Agreement will, at the time of such delivery, be duly registered as a telecommunications company with the Washington Utilities and Transportation Commission, if such registration is required by applicable law or regulation.

14.5. The limitation of liability in Section 14.3 shall not apply to:

a. damages arising from the gross negligence or willful misconduct of either Party or its Affiliates; or

b. provable damages arising from either Party's breach of the confidentiality provisions of Section 17.4 or the indemnification provisions of Section 14.1.

Nothing in this Section 14 shall restrict either Party's right to injunctive relief.

14.6. The provisions of this Section 14 shall survive any expiration or termination of this Agreement, but only as to claims arising prior to such expiration or termination.

15. NOTICES

15.1. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; or (iii) mailed, certified mail, return receipt requested to the following addresses of the Parties:

To CLEC:

Charter Communications, Inc.
Attn: Legal Department – Telephone
12405 Powerscourt Drive
St Louis, Missouri 63131

To ILEC:

Western Wahkiakum County Telephone
Company
Attn: Kenneth E. Johnson, CEO
P.O. Box 99
19 Miller Pt Rd.
Rosburg, WA 98643

with copies to:

Charter Communications, Inc.
Attn: Carrier Relations – Regulatory
12405 Powerscourt Drive
St Louis, Missouri 63131

with copies to:

Robert S. Snyder, Esq.
Law Offices of Robert S. Snyder
P. O. Box 10040
Bainbridge Island, WA 98110-0040

and

Charles A. Hudak, Esq.
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1700
Atlanta, Georgia 30346

and

Richard A. Finnigan, Esq.
Law Office of Richard A. Finnigan
2112 Black Lake Blvd. SW
Olympia, WA 98512

or to such other address as either Party shall designate for notice to it by proper notice given in accordance with this Section 15.1. Notices will be deemed given as of the date of actual delivery, as evidenced by written proof of delivery, including U.S. certified mail receipt, affidavit of personal delivery or written acknowledgment by the recipient of receipt.

15.2. In order to facilitate trouble reporting and to coordinate the repair of transport facilities, trunks, and other inter-network connection arrangements provided by the Parties under this Agreement, each Party has established, or will establish within five (5) business days after the effective date of this Agreement, contact(s) available 24 hours per day, seven days per week, at the telephone numbers set forth below. Each Party shall call the other Party at these respective telephone numbers, or such updates thereto as either Party shall provide to the other by written notice pursuant to Section 15.1 above, to report trouble with interconnection facilities, trunks,

and other inter-network connection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24-Hour Network Management Contacts:

For CLEC:

NOC Phone: 844-612-9261

Email: DL-VoiceOps-supportCenter@charter.com

For ILEC:

NOC Phone: 360-465-2211

Email: noc@wwest.net

Before either Party reports a trouble condition, it must first use reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. ILEC shall be deemed to have satisfied the trouble isolation requirement of this Section by having used reasonable efforts to identify that the source of the trouble is not within its own facilities. Each Party will advise the other of any critical issues associated with the inoperative facilities, service or arrangements and any need for expedited clearance of trouble. In cases where a Party has isolated the trouble to the other Party's network and has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its reasonable best efforts to expedite the clearance of trouble.

16. REGULATORY APPROVAL

16.1. The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules, may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s) and other portions affected thereby. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

16.2. The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

17. MISCELLANEOUS

17.1. Compliance. Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Agreement and shall ensure that each and every of its Wholesale Customers originating, transmitting or terminating Local Traffic pursuant to this Agreement (i) so complies and (ii) complies with the network operating requirements of this Agreement, including, but not limited to, those set forth in Sections 4.3, 4.4, 5.2, 5.3, 7.2 and 17.1.1 of this Agreement. As used in Section 17.1.1 below, the term Party shall apply to each Party and to each and every of such Party's Wholesale Customers originating, transmitting or terminating Local Traffic pursuant to this Agreement.

17.1.1. Robocalls. Each Party shall comply with all state and federal laws regarding the origination, transmission, and termination of robocalls, including but not limited to 47 C.F.R. § 64.6305, to the extent applicable. Neither Party (the “Delivering Party”) shall deliver to the other Party (the “Receiving Party”) pursuant to this Agreement any call that, with respect to such call, the Delivering Party (a) is a voice service provider, and (b) at the time of such delivery, is not registered as a voice service provider in the Robocall Mitigation Database, or, with respect to such call, (a) the Delivering Party is an intermediate provider that received such call directly from a voice service provider and, (b) at the time of such receipt, that voice service provider was not registered as a voice service provider in the Robocall Mitigation Database. As used in this Section 17.1.1,

a. the term “robocall” shall have the meaning such term has in the Pallone-Thune Telephone Robocall Abuse Criminal Enforcement and Deterrence Act, Public Law No. 116-105, 133 Stat. 3274,

b. the term “Robocall Mitigation Database” shall have the meaning giving to such term by Section 64.6300 of the FCC’s rules and regulations, 47 C.F.R. § 64.6300, and

c. the terms “voice service provider” and “intermediate provider” shall have the same meanings, respectively, as they have in Section 64.6305(c) of the FCC’s rules and regulations, 47 C.F.R. § 64.6305(c).

17.2. Independent Contractors. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship other than that of provider and receiver of services.

17.3. Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement, other than an obligation to pay money for services or facilities already rendered, from any cause beyond the control and without the fault or negligence of such Party and without the fault or negligence of each of its Affiliates, including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, pandemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected and without the fault or negligence of each of such Party’s Affiliates (collectively, a “Force Majeure Event”). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give prompt notice to the other Party and shall take all reasonable steps to correct the delay or failure resulting from the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event (other than obligations to pay money for services or facilities already rendered) shall be abated and shall resume promptly thereafter without liability for such delay or failure.

17.4. Confidentiality. The Parties agree (i) that, for purposes of this Agreement, all information exchanged between them, and/or disclosed by either Party to the other Party, pursuant to this Agreement and/or in their performance of this Agreement, shall be considered to

be either customer proprietary network information, as defined in 47 U.S.C. § 222(h)(1) (“CPNI”), or confidential carrier information addressed in 47 U.S.C § 222(b), and (ii) that such information shall be treated by the Receiving Party as confidential and be disclosed, used, or permitted access to by the Receiving Party only (a) for purposes of performing its obligations, or exercising or enforcing its rights, under this Agreement and/or (b) as otherwise explicitly allowed by 47 U.S.C. § 222 and/or (c) as explicitly authorized by applicable law, governmental regulation or order, or in writing by the Disclosing Party; provided, however, that neither subscriber list information, as defined in 47 U.S.C. § 222(h)(3), nor End User billing name and address, nor carrier information made public by any source or party other than the Party to which such carrier has disclosed such information (*i.e.*, the “Receiving Party”) and the Receiving Party’s Affiliates, shall be considered to be either CPNI or confidential carrier information. Notwithstanding the foregoing, nothing contained in this Agreement shall prevent or restrict (x) either Party from making such disclosure of, or permitting such access to, such CPNI or such confidential carrier information as may be required by lawful subpoena, other compulsory legal process, or governmental audit or (y) for a proper purpose, ILEC from making disclosure of, or permitting access to, such CPNI or such confidential carrier information to or by the National Exchange Carrier Association, Inc., the Universal Service Administrative Company and/or their respective auditors. Confidential carrier information shall be considered to be the proprietary information of the Disclosing Party, unless such information pertains to traffic exchanged between the Parties, the use or configuration of the facilities that connect their respective networks, or End User customers that the Parties have or had in common, all of which shall be considered to be proprietary to both Parties. As used in this Section 17.4, the terms “Disclosing Party” and “Receiving Party” include such Parties’ respective employees, agents, representatives and subcontractors; provided, however, that such inclusion shall not confer upon any such employee, agent, representative or subcontractor any proprietary interest in any of the information addressed in this Section 17.4. The provisions of this Section 17.4 shall survive any expiration or termination of this Agreement.

17.5. Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, and with respect to which claims the FCC has jurisdiction to grant the remedy sought by a Party, the exclusive jurisdiction and remedy shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, and with respect to which claims the Commission has jurisdiction to grant the remedy sought by a Party, the exclusive jurisdiction shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by the Commission. In all other respects, the domestic laws of the State of Washington without reference to conflict of law provisions shall govern this Agreement.

17.6. Change of Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations and orders that subsequently may be adopted by any federal, state, or local government authority having lawful jurisdiction in the premises. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

17.7. Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, and local sales, use, excise, transaction and similar taxes, fees

and surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is required by its tariff(s) to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income or gross receipts, unless such tax is imposed by a municipal corporation, in which event it may be passed along to the purchasing Party.

17.8. Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party any facilities used in the performance of this Agreement, it will require as a condition of such transfer that the transferee assume the rights and obligations of such Party hereunder with respect to services provided over the transferred facilities. Except as provided in this Section 17.8, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed; provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing not less than sixty (60) days prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer of this Agreement or of any right or obligation arising hereunder that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and permitted assigns.

17.9. Audit and Review. Upon reasonable written notice, each Party shall have the right, either itself or by its authorized representative, to conduct annual reviews of and make copies of the relevant data (including without limitation, billing records) possessed by the other Party to give assurance of compliance with the provisions of this Agreement. All such data shall be deemed to be confidential information of the Party being reviewed and shall be subject to Section 17.4 above. Each Party's right to access information for review purposes is limited to data not in excess of twenty-four (24) months in age, and the Party requesting a review shall fully cooperate with the Party being reviewed and shall bear its own costs associated with conducting such review. The Party being reviewed will fully cooperate with the reviewing Party and provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours of the Party being reviewed.

17.10. Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

17.11. Publicity and Use of Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such other Party's prior written consent.

17.12. No Third-Party Beneficiaries. Except for persons entitled to indemnification pursuant to Section 9.4, Section 11.1 and/or Section 14.1 above, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any other third-party beneficiary rights hereunder.

17.13. No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

17.14. Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network that will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network; provided, however, that the obligations imposed upon such other Party shall be subject to such other provisions of this Agreement as shall limit such other Party's obligation to make changes to its network, including, but not limited to, those set forth in Section 4.4, Section 5.2 and/or Section 7.2 above.

17.15. Entire Agreement. This Agreement, together with all schedules, exhibits, and addenda hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may not be amended, modified, or supplemented except by written instrument signed by both Parties.

17.16. Severability. In the event that any one or more of the provisions contained herein is for any reason held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect.

17.17. Captions and Headings. Captions and headings are included in this Agreement solely for the convenience of the Parties and shall not affect the meaning or interpretation of this Agreement or of any of its provisions.

17.18. Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and/or their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguity with respect to the meaning of any provision of this Agreement, no inferences with respect thereto shall be drawn against either Party.

17.19. Authority. Each of the Parties hereby represents and warrants that the undersigned representative of such Party is fully authorized to execute this Agreement on its behalf and so bind that Party to the terms herein.

[CONTINUED ON PAGE 25]

IN WITNESS WHEREOF, each of the Parties has caused this LOCAL TRAFFIC EXCHANGE AND INTERCONNECTION AGREEMENT to be executed on its behalf by its duly authorized representative on the date of such execution set forth below.

ILEC:

**WESTERN WAHIAKUM COUNTY
TELEPHONE COMPANY**

By: 

Name: Kenneth E. Johnson

Title: CEO

Date: 3/16/23

CLEC:

CHARTER FIBERLINK WA-CCVII, LLC

By: Charter Communications, Inc., its
Manager

By: 

Name: Michael L. Scanlon

Title: Vice President, Circuit Operations

Date: 3/16/23