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VIA EMAIL TO PATTY.VANGERPEN@STATE.SD.US

Ms. Patricia Van Gerpen
South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, SD 57501-5070

RE: *In the Matter of the Approval of an Interconnection Agreement By and Between Interstate Telecommunications Cooperative and MCC Telephony of the Midwest, LLC.*

Dear Ms. Van Gerpen:

Attached for filing please find the Interconnection Agreement By and Between Interstate Telecommunications Cooperative and MCC Telephony of the Midwest, LLC. Pursuant to 47 U.S.C. § 252(e), the parties respectfully request that the Commission approve the Interconnection Agreement.

As indicated above, the attached document has been sent to you via electronic mail in PDF form. If you have any questions or concerns regarding this document, please do not hesitate to contact me.

Best regards.

Sincerely,

CUTLER & DONAHOE, LLP



Meredith A. Moore

For the Firm

MAM/ik

Attachment

cc: Mr. Ray Freson

INTERCONNECTION AGREEMENT

By and Between

INTERSTATE TELECOMMUNICATIONS COOPERATIVE, INC.

And

MCC TELEPHONY OF THE MIDWEST, LLC

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This Interconnection Agreement (“Agreement”) is made effective as of the __ day of August, 2010 by and between Interstate Telecommunications Cooperative, Inc. (“TELCO”) a South Dakota corporation with offices at Clear Lake, South Dakota and MCC Telephony of the Midwest, LLC, a Delaware limited liability company with its principal place of business in New York (“Mediacom”). TELCO and Mediacom may also be referred to herein singularly as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, TELCO is an incumbent local exchange carrier (“ILEC”) and Mediacom is a competitive local exchange carrier (“CLEC”) and both Parties are authorized by the South Dakota Public Utilities Commission to provide telecommunications services in the State of South Dakota; and

WHEREAS, Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the “Act”) have specific requirements for interconnection, and the Parties intend to comply with these requirements; and

WHEREAS, The Parties desire to interconnect their respective networks to allow either Party to deliver its originating End User Local Traffic to the other Party for termination to the End Users of the other Party; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act and applicable law.

NOW THEREFORE, in consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1. Scope of Agreement

- 1.1 This Agreement addresses the terms and conditions under which Mediacom and TELCO agree to exchange only Local Traffic between their respective End Users, as specified in Schedule I, at the Point of Interconnection (“POI”) in accordance with this Agreement. Traffic other than Local Traffic shall not be delivered to the POI; however, in the event that any traffic which falls outside of the definition of Local Traffic is delivered to the POI, it shall not be subject to the terms and conditions of this Agreement (the “Excluded Traffic”), but may be subject to other arrangements and/or tariffs of the Parties that shall govern the intercarrier compensation treatment of such Excluded Traffic. The Parties further agree to strictly construe the definition of Local Traffic and to ensure that each will abide by the additional terms and conditions of Section 8 regarding facilities and traffic as addressed in this Agreement.
- 1.2 All Local Traffic exchanged between the Parties shall be subject to the compensation mechanism provided for in Section 4 below.
- 1.3 Each Party agrees that it will not knowingly provision any of its services in a manner that permits the arbitrage and/or circumvention of the application of switched access charges by the other Party and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of Excluded Traffic

through the POI. Each Party agrees that if any arbitrage and/or delivery of Excluded Traffic through the POI is identified, then each Party will take all reasonable steps to terminate and/or reroute any service that permits an End User or any entity to arbitrage and/or circumvent the application of switched access charges by the other Party, or that permits the End User or any entity to utilize the POI for the delivery or receipt of Excluded Traffic through the POI; provided, however, that until such time that the arbitrage is resolved, the Party that is allowing the POI to be used for the delivery of Excluded Traffic shall pay, pursuant to the applicable tariff of the other Party, either terminating or originating access charges based on the directionality of the traffic.

- 1.4 The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement.
- 1.5 All references to Sections and Schedules are deemed to be references to the Sections of and the Schedules to this Agreement unless the context otherwise requires. Unless the context shall otherwise require, any reference to any agreement, other instrument (including offerings, guides or practices of either Party or other third party), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- 1.6 The Parties acknowledge that some of the services, facilities, or arrangements described herein may reference the terms of Federal or State tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that govern any terms specified in this Agreement. The Parties agree that if any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, then the provision contained in this main body of this Agreement prevails.
- 1.7 Each Party shall comply with all Federal, State, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

2. Definitions

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section. Any term used in this Agreement that is not defined specifically shall have the meaning ascribed to such term in the Act. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

- 2.1 Act, as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 *et seq.*), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.

- 2.2 Certificated Area means the specific geographic area within which TELCO is authorized to provide local exchange service and exchange access service as established and defined by the Commission as defined by the TELCO in its local exchange service tariff and is associated with a specific Rate Center or, if appropriate, Rate Centers.
- 2.3 Commission means the South Dakota Public Utilities Commission.
- 2.4 Customer, End User, or End User Customer means the residence or business subscriber that is the ultimate user of retail telecommunications services provided directly to such subscriber by either of the Parties and is physically located within the Rate Center within the Certificated Area.
- 2.5 DS1 is the Digital Service - Level 1 in the time-division multiplex hierarchy used in North America and operates at 1.544 Mbps.
- 2.6 Extended Area Service or EAS means a telecommunications service that expands a local calling area to include another local exchange area.
- 2.7 Information Service Provider or ISP is any entity, including but not limited to an Internet Service provider, that provides information services and specifically excludes a cable television service provider or any other entity providing voice telecommunications services to end users.
- 2.8 ISP-Bound Traffic or Internet Traffic is traffic originated by an End User of one Party and delivered to the other Party for switching to an ISP. ISP-Bound Traffic and Internet Traffic is not Local traffic as defined in this Agreement. Internet Traffic or ISP-Bound Traffic means dial-up ISP traffic that is originated and dialed by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP within TELCO's local serving area as defined by the effective local exchange tariff(s) of TELCO, including mandatory local calling scope arrangements established and defined by the Commission ("Local Internet Traffic"). A mandatory local calling scope arrangement is an arrangement that provides End Users a local calling scope; i.e. Extended Area Service ("EAS"), beyond the End User's basic exchange serving area, without the end user incurring any additional charges. Therefore Local Internet Traffic, for purposes of this Agreement, includes both intra-exchange calls and EAS calls originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP.
- 2.9 Interconnection means the direct physical linking of two networks for the mutual exchange of traffic.
- 2.10 Point of Interconnection ("POI") means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local Traffic.
- 2.11 Internet means the collective international network of interoperable public, private, managed and non-managed computer and Telecommunications facilities, including both hardware and software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/Internet Protocol (TCP/IP), or

- any predecessor or successor protocols to such protocol, to communicate information of all kinds by wireline or wireless connections.
- 2.12 Internet Protocol refers to a protocol used for communicating data across a packet-switched internetwork using the Internet Protocol Suite which defines addressing methods and structures for packet encapsulation..
- 2.13 Inter-Lata Toll Traffic is telephone toll traffic that originates in one LATA and terminates in another LATA and is subject to the TELCO's interstate access tariffs.
- 2.14 Intra-LATA Toll Traffic is telephone toll traffic that originates and terminates within the same LATA and is subject to the TELCO's switched access tariffs.
- 2.15 Local Access and Transport Area ("LATA") has the same meaning as that contained in the Act.
- 2.16 Local Calling Area means the local calling area for a specific exchange which consists of that exchange's geographic area in addition to others within and to which a dialed connection may be established over the public switched telephone network ("PSTN") without incurring additional charges above and beyond the local service rate.
- 2.17 Local Exchange Carrier or LEC means any common carrier authorized to provide exchange and exchange access services.
- 2.18 Local Exchange Service means the provision of telephone exchange traffic that originates and terminates within TELCO's Certificated Area.
- 2.19 Local Number Portability means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 2.20 Local Traffic means calls that are exchanged by the Parties that originate and terminate within a given Rate Center located in TELCO's Certificated Area as defined by TELCO's general subscriber tariff or like mechanism. Local calls must actually be originated by and actually be terminated to End Users physically located within the same Local Calling Area and assigned a telephone number associated with the Rate Center of that area. Local Traffic will be based upon the physical location of the End User that is originating the call and the physical location of the End User terminating the call.
- 2.21 NPA-NXX means the first six digits of a ten-digit telephone number, which denote a consecutive 10,000 number block within the North American Numbering Plan. As used in the Agreement, the term refers exclusively to geographic NPAs associated with Rate Center areas and excludes Service Access Codes (e.g., 8XX, 900, 555, etc.), unless otherwise specifically noted.
- 2.22 Rate Center means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to TELCO for its provision of

basic Local Exchange Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "Rate Center area" is the exclusive geographic area identified as the area within which TELCO provides basic Local Exchange Service bearing the particular NPA-NXX designations associated with the specific Rate Center.

2.23. SS7 means Signaling System 7, the common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

2.24. Voice over Internet Protocol Traffic or VOIP Traffic is voice communications traffic that utilizes Internet Protocol format for the transmission of the call.

3. Interconnection Arrangements

3.1 Each Party shall be responsible for the cost and any requirements associated with the establishment, including but not limited to, if applicable, ordering processes and access service request processes of providing trunks to the POI for Local Traffic which that Party originates. The mutually agreed upon POI must be within TELCO's Certificated Area boundary. Each Party will be solely responsible for the costs and operation of its portion of the construction of facilities to the POI.

3.2 The Parties acknowledge that Mediacom may lease facilities from TELCO or an alternate third party provider, or, construct its own facilities in order to achieve connection at the POI. Where a Party arranges for the leasing or construction by a third party of the facilities it requires to the POI, that Party shall ensure and be responsible for the activities of that third party including, but not limited to, the necessary coordination of that third party's activities with the other Party and all costs associated with the use of that third party's network for the exchange of traffic at the POI.

3.3. The Parties will interconnect their networks as specified in the terms and conditions contained in Schedule I hereto and incorporated by reference. A new POI can be established, or the existing POI moved, only with the consent of **both** Parties; provided, however, that where one Party requests that the POI be moved, **the Party requesting** such move may be required to pay, at the request of the other Party, **the costs of the other Party** associated with the move.

3.4. The Parties will use the trunk group(s) established at the POI to route Local Traffic to one another pursuant to the terms and conditions of this Section 3 of the Agreement.

3.5. This Agreement is applicable only for the exchange of Local Traffic. Both Parties agree to deliver only traffic within the scope of this Agreement over the connecting facilities as specified in Schedule I. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its End Users to the users of a third party telecommunications carrier, third party Information Service Provider, or third party cable television service provider unless there are agreements in place between and among TELCO, CLEC and each third party. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of either the other Party or any third

party provider of transit services. This Agreement does not obligate either Party to provide an intermediary or transit traffic service.

- 3.6 Each Party warrants and represents that it will not provision any of its services or exchange any traffic hereunder in a manner that permits the unlawful avoidance of the application of intrastate or interstate access charges (such as, but not limited to, through the unlawful resale or bridging of Local Traffic) by any other entity including, but not limited to, third party carriers, aggregators, resellers, and the Commission-defined unlawful resale or bridging of Local Traffic. Each Party also agrees to take all reasonable steps to terminate any service to one of its users that permits that user to unlawfully avoid the application of access charges by the other Party. Telecommunications traffic to or from users that originate or terminate in areas other than the TELCO Certificated Area are subject to intrastate or interstate access charges regardless of whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call.
- 3.7. The Parties agree to transport and switch Local Internet Traffic in the manner described below in this section subject to amendment upon written agreement of the Parties.
- 3.7.1 The Parties acknowledge that under current network and service arrangements, some Internet Traffic may be switched and transported as if Local Internet Traffic is Local Traffic. Notwithstanding any other provision of this Agreement, the Parties will treat Local Internet Traffic in accordance with the ruling of the Federal Communications Commission in its ISP Compensation Order, FCC 01-131, CC Docket Nos. 96-98 (rel. April 27, 2001). Notwithstanding any other provision of this Agreement, the Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to, the mutual exchange of Local Internet Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the agreement that Local Internet Traffic is balanced, neither Party will owe a net amount due to the other Party for terminating Local Internet Traffic including, but not limited to, compensation for switching, transport or termination of Local Internet Traffic.
- 3.7.2 A call placed on a non-local basis (e.g., a toll call or 8XX call) to an ISP shall not be treated as Local Internet Traffic for compensation purposes under this Agreement. The Parties agree that, to the extent such "non-local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the Party's applicable tariffs and the application of intrastate and/or interstate switched access service tariffs.
- 3.8. Where the public switched network, local exchange facilities and/or services of either Party are used for the origination or termination of VOIP Traffic calls, the Parties agree to apply the following terms and conditions: VOIP Traffic calls will be originated and terminated in the same manner as each Party does for non-VOIP, circuit-switched Traffic. VOIP Traffic shall be subject to the same compensation terms and conditions as applies to circuit switched calls. Consequently, VOIP Traffic that both originates and

terminates within a local calling area as defined for Local Traffic pursuant to this Agreement will also be treated as Local Traffic pursuant to this Agreement. All other VOIP Traffic will be treated as either intrastate or interstate interexchange traffic subject to the same terms and conditions as any other circuit-switched interexchange traffic, including the application of originating and terminating switched access charges.

- 3.9 Both Parties warrant and represent that they will:
- 3.9.1 assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center areas associated with the telephone number;
 - 3.9.2 provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section;
 - 3.9.3 adopt the Rate Center areas and Rate Center points that are identical to those used by TELCO within its Certificated Area for the Local Traffic exchanged pursuant to this Agreement;
 - 3.9.4 assign whole NXX Codes to each Rate Center, or where required, thousand number blocks within a NXX Code assigned to that Rate Center;
 - 3.9.5 engineer their respective networks and design their respective systems to deliver traffic in compliance with this Section 3; and
 - 3.9.6 provide Calling Party Number ("CPN") and/or Automatic Number Identification ("ANI") on at least ninety-five percent (95%) of all traffic delivered to the POI. Where CPN and/or ANI is not provided, the Parties agree that the Party receiving such traffic shall assess, and the delivering Party shall pay to the receiving Party, the applicable intrastate terminating access charges.
- 3.10 This Agreement does not obligate either Party to provide any arrangements or services not specifically provided for herein. This Agreement has no effect on the definition of End User services that either Party offers to its End Users, the services either Party chooses to offer to its respective End Users, the rate levels or rate structures that either Party charges its End Users for services, or the manner in which either Party provisions or routes the services either Party provides to its respective End Users.
- 3.11 Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by users of its Telephone Exchange Services. The Parties acknowledge and affirm that calls to 911/E911 services shall NOT be routed over the interconnection trunk group(s) identified in and required by this Section. To the extent that a Party incorrectly routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls.
- 3.12 The Parties agree to abide by the following terms and conditions regarding Communications Assistance for Law Enforcement Act ("CALEA") requests and

obligations and other law enforcement requests.

- 3.12.1 Each Party shall solely be responsible for its CALEA enforcement-related activity. Each Party shall also ensure that it takes all actions necessary for a full response to any CALEA and/or other law enforcement-related inquiry related in any manner to the originating/terminating traffic from an End User it serves and that such actions are completed in a timely manner. Where a Party fails (the "Failing Party") to comply with any one or more of these obligations and an action is brought or costs imposed upon the other Party (the "Non-Failing Party"), the Failing Party shall indemnify the Non-Failing Party pursuant to the requirements of Section 16 of this Agreement.
- 3.12.2 Each Party reserves its rights to cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by applicable law in matters related to services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 3.12.3 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by applicable law.
- 3.12.4 Where a law enforcement authority or national security authority request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, each Party reserves its rights to prevent the other Party from obtaining access to such information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

4. Compensation for Local Traffic

This Agreement is expressly limited to the transport and termination of Local and EAS Traffic and ISP Bound Traffic originated by and terminated to End-User Customers of the Parties in this Agreement. The Parties shall, initially, assume that Local Traffic originated by or terminated to the Parties' end-user customers is balanced between the Parties unless traffic studies indicate otherwise. Should a jointly conducted traffic study indicate that there is an imbalance beyond the parameters of 45%-55%, either Party may notify the other Party that reciprocal and symmetrical compensation will commence within 30 days.

The Parties shall compensate each other for ISP-bound traffic in accordance with the terms of the Local Competition Provisions in the Telecommunications Act of 1996, Report and Order on Remand, 16 FCC Rcd 5191 (2001), as it would apply to agreements entered into after the date of that order and without regard for the effectiveness of the order.

Once traffic is determined to be out of balance, the rate shall be \$0.015 per minute for non ISP bound traffic and at the FCC authorized rate for ISP bound traffic. Both parties may request, and the other party shall provide upon such request, a list of telephone numbers that are assigned to dial-up modems that the customers of the other party may dial on a local basis. Once these numbers are identified, all calls that terminate to these numbers shall be put on a separate trunk group on the interconnection facilities.

5. Compensation for Facilities

Should Mediacom lease facilities from TELCO in order to achieve connection at the POI, as specified in Section 3.2 above, Mediacom agrees to pay TELCO the applicable published or price listed tariff rates or such rates as established under separate agreement for the lease of such facilities.

6. Local Number Portability (LNP)

- 6.1 In compliance with Part 52 of the FCC's rules, the Parties will mutually provide LNP services from properly equipped central offices. LNP applies when one of the Parties (the "Receiving Party") has received a request from an End User with an active account with the other Party and the Receiving Party has obtained a Letter of Authorization ("LOA") from that End User indicating a desire to change local carriers while retaining the telephone number or numbers associated with his/her account.
- 6.2 The Parties shall utilize the information contained in Schedule II to establish the scope and procedures by which they will exchange the necessary information required to respond to a specific request for porting a telephone number between them based on the information contained in Schedule IV. Each request for LNP shall be subject to the service order charge contained in Schedule III.
- 6.3. Both Parties will perform testing to ensure proper routing and completion of calls to a ported number, and cooperate in conducting any additional testing to ensure interoperability between their respective networks and respective systems. Additional testing charges are as specified in Schedule III and shall be paid by the Party requesting such additional testing. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's reasonable request and, to the extent practical, perform tests to validate the operation of the network.
- 6.4 LNP shall only be provided within the geographic Rate Center area associated with the ported number and shall not be provided across Rate Center boundaries.
- 6.5 LNP shall not be provided for the purpose of avoiding toll or long distance charges. LNP under this Agreement shall not apply to telephone numbers associated with non-geographic services, SAC codes, Feature Group A services or coin telephone services.
- 6.6 Each Party will coordinate LNP activities with the Number Portability Administration Center ("NPAC") as required.

- 6.7 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user, the ported telephone number will snap-back to the NXX code holder, or if thousand block pooling is being used in the rate center, the thousand block holder.
- 6.8 The Parties agree that traffic will be routed via a Location Routing Number (“LRN”) associated with an NPA-NXX to which TELCO provides its End Users non-toll calling. Where a Party establishes an LRN that results in routing of a call to the originating End User’s presubscribed toll provider, that Party shall, in addition to the requirements of Section 16, indemnify and hold harmless the Party serving the originating End User with respect to any and all consequences arising from the selection of the LRN including, but not limited to, the payment of any disputed charges assessed by the toll provider to the originating End User or those arising from instances where such an originated call experiences blockage.
- 6.9 The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of local exchange service procedure as outlined in Schedule II and IV for the exchange of information necessary to coordinate LNP requests between the Parties.
- 6.10 Coordinated LNP Activities During Non-Business Hours. There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated routine LNP activities between the normal business hours of 8:00 a.m. and 5:00 p.m. If an “LNP Date Modifications/ End User Not Ready” request is made outside normal business hours (if available) or is made within normal business hours and requires additional internal or outside work force, the Requesting Party (i.e. the Porting Party or the New Service Provider) will be assessed an Expedited Order Charge as found in Schedule III.
- 6.11 Each Party is responsible for obtaining a LOA from each End User initiating LNP from one Party to the other Party. The Party obtaining the LOA from the End User will furnish it to the other Party upon request. The Party obtaining the LOA also shall solely be responsible for all requirements associated with obtaining and verifying the LOA and all consequences arising from such actions. The Party obtaining the LOA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature by the End User. Such LOA may be a blanket LOA or other form agreed upon between TELCO and Mediacom authorizing the release of such information to the other Party or, if State or Federal law provides otherwise, in accordance with such law. Transmission of the LOA by facsimile is preferred in order to expedite order processing.
- 6.12 The Parties agree to coordinate the timing for disconnection from one Party and connection with the other Party when an End User ports his or her telephone number.
- 6.13 The Party that is porting out the telephone number may charge the other requesting Party for Coordinated LNP activities scheduled outside of the specified hours for addressing such requests as identified in Schedule III at the usual and customary hourly labor rates as identified in the porting Party’s then-existing approved interstate exchange access tariff or like mechanism.

- 6.14 Combined LNP Requests. Each Party will accept LNP requests from the other Party for one End User that includes multiple requests for LNP only where the End User will retain each of the telephone numbers identified in the LNP request.
- 6.15 Expedited Order Charge. Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charge is as agreed to in Schedule III.

7. Traffic Identifiers and Audits

- 7.1 To ensure proper implementation of this Agreement, the Party delivering traffic to the POI shall provide the Automatic Number Identification (“ANI”) or Calling Party Number (“CPN”) (or similar industry standard traffic elements) for all traffic (the “Traffic Identifiers”) in order that the terminating Party can properly identify the telephone number associated with the End User placing the call. Where the Traffic Identifiers are not provided as described in Section 3, the terminating Party shall assess, and the originating Party shall pay, access charges pursuant to the terminating Party’s applicable tariff or like mechanism.
- 7.2 In order to facilitate audits, the Parties must accommodate prospective data collection if prior period data is not available as contemplated in Section 7.4, below.
- 7.3. On all traffic exchanged pursuant to this Agreement, neither Party shall intentionally substitute nor implement any arrangement within its switch(es) that generates an incorrect ANI, CPN, or other SS7 parameters then those associated with the originating End User. Where a Party becomes aware of an arrangement (or through reasonable diligence should have become aware of such an arrangement) being used by one of its End Users that generates an incorrect ANI, CPN, or other SS7 parameters then those associated with the originating End User, that Party shall inform the other Party of the arrangement and shall take all necessary steps (including, but not limited to, regulatory or judicial action) required to terminate the use of such arrangement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement or did not disclose the existence of such an arrangement associated with one of its End Users, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered. The intentional substitution or generation of incorrect parameters shall constitute a default of this Agreement.
- 7.4 In addition to the other requirements contained in this Section 7, either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, as provided for herein.
- 7.4.1 The Parties agree that any audit performed pursuant to this Section 7.4 shall be conducted using only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement.

- 7.4.2 To assist such audit, each Party shall keep six (6) months of usage records for the traffic delivered by it to the POI, if such records are kept in the ordinary course of business by the Parties.
- 7.4.3 Either Party may request an audit of usage data on not less than thirty (30) business days' written notice.
- 7.4.4 If an on-site audit is required, such audit shall be accomplished during normal business hours at the office of the Party being audited.
- 7.4.5 Audits may be performed by a qualified independent auditor or consultant paid for by the Party requesting the audit.
- 7.4.6 An audit may be conducted no more frequently than once per 12-month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit.
- 7.4.7 Each audit will be conducted expeditiously. Any audit is to be performed as follows:
 - 7.4.7.1 following at least 45 days' prior written notice to the audited Party;
 - 7.4.7.2 subject to the reasonable scheduling requirements and limitations of the audited Party;
 - 7.4.7.3 at the auditing Party's sole cost and expense;
 - 7.4.7.4 of a reasonable scope and duration;
 - 7.4.7.5 in a manner so as not to interfere with the audited Party's business operations; and
 - 7.4.7.6 no original books or records of the Party being reviewed may leave the premises of the Party being reviewed.
- 7.4.8 Prior to commencing the review, the Party being reviewed may request the execution of a confidentiality agreement to protect confidential information disclosed through the course of the review at its sole discretion.

8. Physical Interconnection

- 8.1 The Parties agree that unless mutually agreed to the contrary all Local Traffic exchanged between them shall be transmitted on trunks solely dedicated to such Local Traffic. Neither Party shall terminate Intra-LATA Toll Traffic or inter-LATA toll switched access traffic or originate untranslated toll-free traffic, including but not limited to

550/55X/555/800/888/877/866 traffic, over dedicated Local Traffic trunks. Local Traffic exchange shall be provided via two-way trunks where technically and operationally feasible unless both Parties agree to implement one-way trunks.

- 8.2 Both Parties shall monitor two-way trunk groups using service results for the applicable design-blocking objective. If a Party observes blocking in excess of the applicable design objective on any two-way trunk group, Mediacom may submit an ASR to TELCO or TELCO may submit to Mediacom a Trunk Group Service Request (“TGSR”) requesting that the trunk group be augmented to remedy the blocking. Upon receipt of a TGSR, Mediacom will issue an ASR to augment the two-way interconnection trunk group with excessive blocking and submit the ASR to TELCO and any applicable third party within five (5) Business Days.
- 8.3 Neither Party shall construct facilities that require the other Party to build unnecessary facilities.
- 8.4 The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Interconnection facilities provided by each Party shall, where technically available, be formatted using Bipolar 8 Zero Substitution (“B8ZS”). The Grade of Service for all facilities between the Parties will be engineered and provisioned to achieve P.01 Grade of Service. Each Party shall make available to the other Party trunks over which the originating Party can terminate Local Traffic of the End Users of the originating Party to the End Users of the terminating Party, provided, however, that each Party retains the right to modify the trunk facilities it provides to its side of the POI as provided for below.
- 8.5 The electrical interface at the POI will be for a DS1 level. If any other electrical interface is mutually agreed to by the Parties, then each Party shall provide any required multiplexing to a DS1 level.
- 8.6 Except as may otherwise be provided for herein, TELCO and Mediacom will engineer all Local Traffic trunks using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A, as may be amended or updated from time to time.
- 8.7 N11 codes (including but not limited to, 411, 611, & 911) shall not be sent between the networks of the Parties over the Local Traffic trunk groups.
- 8.8 Prior to establishment of the physical, direct connection of their respective networks at the POI as anticipated by this Agreement, each Party shall provide the other with a point of contact for the reconciliation of trunk forecasts, escalation for ordering and provisioning related matters.

9. Trunk Forecasting

The Parties will work towards the development of joint forecasting responsibilities for traffic utilization over Local Traffic trunk groups covered in this Agreement. Orders for trunks that

exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Inter-company forecast information must be provided by the Parties to each other upon reasonable request, per Section 8.8 above.

10. Network Management

- 10.1 Either Party may use protective network traffic management controls as available in their networks such as, but not limited to, 7-digit and 10-digit code gaps, on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Mediacom and TELCO will immediately notify each other of any protective control action planned or executed.
- 10.2 Mediacom and TELCO will cooperate and share pre-planning information regarding cross-network mass call-ins expected to generate large or focused temporary increases in call volumes. Both Parties will work cooperatively to reduce network congestion caused by such cross-network mass call-ins.
- 10.3 Neither Party will use any service related to or using any of the services provided in this Agreement in any manner that impairs the quality of service to either Party's End Users, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm occurs or if a Party reasonably determines that a Network Harm is imminent, then such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall:
 - 10.3.1 Promptly notify the other Party of such temporary discontinuance or refusal;
 - 10.3.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
 - 10.3.3 Inform the other Party of its right to bring a complaint to the Commission or FCC.
- 10.4 The Parties agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:
 - 10.4.1 cooperatively plan and implement coordinated repair procedures for the meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner;
 - 10.4.2 provide trained personnel with adequate and compatible test equipment to work with each other's technicians;

- 10.4.3 promptly notify each other when there is any change affecting the service requested, including the date service is to be started;
- 10.4.4 coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date;
- 10.4.5 perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other;
- 10.4.6 provide each other with a trouble reporting number to a work center;
- 10.4.7 where reasonably practical, immediately report to each other any equipment failure which may affect the interconnection trunks;
- 10.4.8 provide, based on the trunking architecture, for mutual tests for system assurance for the proper recording of AMA records in each Party's switch. (where such tests are repeatable on demand by either Party upon reasonable notice).

10.5 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

- 10.5.1 No trouble is found in the interconnection trunks;
- 10.5.2 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
- 10.5.1 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, then the charge will be canceled. Billing for maintenance service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in the billing Party's approved intrastate access tariff. The maintenance service charge shall be those contained in a Party's interstate exchange access tariff applicable to engineering technicians.

11. Office Code Translations

- 11.1 The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported. Where traffic to be exchanged under this Agreement may be destined for telephone numbers that have, in turn, been ported and when more than one carrier is involved in completing that traffic, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.
- 11.2 If a Party does not fulfill its N-1 carrier responsibility (the "Non-Querying Party"), then the other Party (the "Querying Party") shall perform default LNP queries on calls to telephone numbers with portable NXXs received from the Non-Querying Party and route the call to the appropriate switch or network in which the telephone number resides. The Querying Party will bill the Non-Querying Party for performing the necessary service and shall charge the Non-Querying Party in accordance with the Querying Party's applicable tariff or equivalent.

12. SS7 Signaling

In order to track and monitor the traffic that is being exchanged at the POI both Parties agree to utilize SS7 Common Channel Signaling ("SS7") between their respective networks for the traffic addressed in this Agreement. Both Parties will provide SS7 connectivity in accordance with accepted industry practice and standard technical specifications. For all traffic they deliver to the POI, 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. All SS7 signaling parameters, including, but not limited to, the Jurisdictional Indicator Parameter ("JIP") and the originating end user telephone number, will be provided by each Party in conjunction with all traffic it delivers to the POI.

13. Directory Listings and Distribution Services

- 13.1. The following provisions of Section 13 specifically included as a result of actions and prior decisions by the Commission. Moreover, the terms of this Section apply only to End Users of one of the Parties where a Party's local exchange service is subject to the Commission's regulatory jurisdiction and oversight.
- 13.2 TELCO submits its listings to the Qwest directory and Qwest directories are distributed to its customers. CLEC will submit its listings to the Qwest directory as well. CLEC will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth in Sections 13.3 and 13.4 below, with ILEC's vendor for directory publications.
- 13.3 Mediacom shall not provide TELCO with any information regarding Mediacom's End User where that End User has selected "non-published" or like status with Mediacom.

- 13.4 Nothing in this Section 13 shall require or obligate TELCO to provide a greater degree of service to a Mediacom End User with respect to directory listings and publishing than those that TELCO provides to its End Users.

14. Term of Agreement, Regulatory Approvals and Filing

- 14.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval within thirty (30) days after obtaining the last required Agreement signature. The Parties shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval. Where this Agreement (or any provision therefore) is subject to arbitration, the Parties will undertake reasonable, good faith efforts to agree to such language requires to conform this Agreement with the Commission's arbitration decision; provided, however, that both Parties agree and recognize that such actions are without waiver of their rights with respect to and positions taken in such arbitration and without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement.
- 14.2 This Agreement shall commence when fully executed and approved by the Commission and have an initial term of one (1) year from the date of that Commission approval. This Agreement shall automatically renew for successive one (1) year periods, unless either Party gives written notice at least sixty (60) days prior to the expiration of the initial, or any renewal term, of its desire not to renew. If such notice is given, this Agreement shall not renew.
- 14.3 Each Party is responsible for obtaining and maintaining in effect all State regulatory commission approvals and certifications that are required for that Party's provision of local exchange and/or local exchange access services in the service areas covered by this Agreement.
- 14.4 The filing of this Agreement does not create obligations for either Party under the Act that do not otherwise apply.

15. Limitation of Liability

- 15.1. Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct of one Party, the liability of either Party to the other Party for damages arising out of (1) failure to comply with a direction to install, restore or terminate facilities, or (2) out of failures, mistakes, omissions, interruptions, delays, errors, or defects 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 in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur.

Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects. 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 15.1 may be zero.

- 15.2 In no event shall either Party be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), 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 obligation under Section 16.
- 15.3 Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct, the Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable tariff(s).

16. Indemnification

- 16.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, reasonable costs and attorneys' fees (collectively, a "Loss"), (a) whether 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 acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement, except to the extent caused by the indemnified Party's intentional or gross negligent acts or willful misconduct. Notwithstanding the foregoing indemnification, nothing in this Section 6.0 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), regulations or laws for the indemnified Party's provision of said services.
- 16.2 The indemnification provided herein shall be conditioned upon:
- 16.2.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

16.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. Prior to retaining legal counsel pursuant to this Section 16.2.2, the indemnifying Party shall seek written assurances from the legal counsel chosen that such counsel does not have any conflict of interest with the indemnified Party.

16.2.3 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.

16.2.4 The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

16.2.5 The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

16.3 To the extent permitted by law, and in addition to its indemnity obligations under Sections 16.1 and 16.2, each Party shall provide, in its Tariffs that relate to any Telecommunications Service provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (a) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, or (b) any Consequential Damages (as defined in subsection 15.2, above).

17. Force Majeure

17.1 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 failure or blackouts, or adverse weather conditions, labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts.

- 17.2 If a Force Majeure event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, 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 shall perform its obligations at a performance level no less than that which it uses for its own operations.
- 17.3 Notwithstanding the provisions of Sections 16.1 and 16.2, although a Force Majeure event could result in delay of a payment obligation, in no case shall a Force Majeure event excuse either Party from an obligation to pay money as required by this Agreement.
- 17.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

18. Agency

Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

19. Nondisclosure of Proprietary Information

- 19.1 The Parties agree that it may be necessary to exchange with each other certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and similar information (collectively, "Confidential Information"). Confidential Information shall include (a) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (b) oral information, if identified as confidential or proprietary at the time of disclosure and confirmed by written notification within ten (10) days of disclosure; and (c) information derived by the Recipient (as hereinafter defined) from a Disclosing Party's (as hereinafter defined) usage of the Recipient's network. The Confidential Information shall remain the property of the Disclosing Party and is deemed proprietary to the Disclosing Party. Confidential Information shall be protected by the Recipient as the Recipient would protect its own 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 which the affected employees and agents agree to be bound by the terms of this Section. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in 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 shall mean the owner of the Confidential Information, and the Recipient shall mean the party to whom Confidential Information is disclosed.

19.2 Recipient shall have no obligation to safeguard Confidential Information (a) which was in the Recipient's possession free of restriction prior to its receipt from the Disclosing Party, (b) after it becomes publicly known or available through no breach of this Agreement by Recipient, (c) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (d) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency or to enforce or defend its actions under this Agreement, 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 the Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

19.3 Each Party agrees that the Disclosing Party would be irreparably injured by a breach of this Section 19 by Recipient or its representatives and that the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

20. Notices

Notices given by one Party to the other under this Agreement shall be in writing and delivered by hand, overnight courier or pre-paid first class mail certified U.S mail, return receipt requested, to the following addresses of the Parties:

For Mediacom:

MCC Telephony of the Midwest, LLC
Anne Sokolin-Maimon, VP Regulatory Affairs
100 Crystal Run Road
Middletown, NY 10941
Phone 845-695-2610
Fax 845-695-2669
Email - amaimon@mediacomcc.com

With a copy to:

Mediacom, Legal Department
100 Crystal Run Road
Middletown, NY 10941
Phone 845-695-2600

For TELCO:

Business Name : Interstate Telecommunications, Cooperative, Inc.
Mailing Address : 312 Fourth Street West
City/State/Zip Code : Clear Lake, SD 57226
Attention : Jerry Heiberger, General Manager
Contact Phone Number: 605-874-2181
Fax: 605-874-2014

With a copy to:

Meredith Moore
Cutler & Donahoe, LLP
200 North Phillips Ave., 9th Floor
Sioux Falls, SD 57104

or to such other location as the receiving Party may direct in writing. Notices will be deemed given as of (a) the next business day when notice is sent via express delivery service or personal delivery, or (b) three (3) days after mailing in the case of first class or certified U.S. mail.

21. Payments and Due Dates

All compensation payable pursuant to this Agreement shall be payable within thirty (30) days of the bill date. Payments are to be received within (30) day period from the effective date of the billing statement. All payments are subject to a late charge if not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of one and one-half percent (1.5 %) per month or the maximum amount allowed by law. The Party obligated to make payment under this Agreement shall also pay the Party seeking payment (the "Payee") the reasonable amount of the Payee's expenses related to the collection of overdue bills, including court costs and reasonable attorney fees.

22. 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 the Agreement which is unenforceable or invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the 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 for replacement language. If replacement language cannot be agreed upon, either Party may request dispute resolution pursuant to Section 26.

23. 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, without the written consent of the other Party shall be void ab initio, provided however that such consent shall not be unreasonably withheld, conditioned or delayed and shall not be required if such assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction .

24. Entire Agreement

This Agreement, including all attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

25. Multiple Counterparts

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

26. Dispute Resolution

26.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedure set forth in this Section with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

26.2 At the written request of a Party, each Party will appoint a good faith representative

having the authority to resolve such dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement are exempt from discovery and production and shall not be admissible in the arbitration described below or in any lawsuit 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, if otherwise admissible, may be admitted as evidence in the arbitration or lawsuit.

- 26.3 If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, either Party may submit the dispute to either the Commission, judicial forum of competent jurisdiction, or upon mutual agreement to the American Arbitration Association (“AAA”) for binding arbitration pursuant to their respective rules and practices of the entity to which the dispute is submitted for handling such.
- 26.4 Each Party shall bear its own costs associated with its activities taken pursuant to this Section 26.

27. Governing Law

To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of (a) the laws of the United States of America, including but not limited to the Act, the rules, regulations and orders of the FCC and (b) the laws of the State of South Dakota, without regard to its conflicts of laws principles, and (c) any orders and decisions of a court of competent jurisdiction. All disputes relating to this Agreement shall be resolved through the application of such laws.

28. Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

29. Taxes

Each Party shall be responsible for any and all taxes and surcharges arising from its conduct under this Agreement (the “Taxed Party”) and, consistent with Section 16, the Taxed Party shall indemnify and hold harmless the other Party for the Taxed Party’s failure to pay and/or report any applicable taxes and surcharges.

30. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

31. Publicity

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

32. Miscellaneous

32.1 TELCO does not waive, nor shall it be estopped from asserting, any rights it may have pursuant to 47 U.S.C. Section 251(f).

32.2 This Agreement does not apply to traffic that is carried on third-party networks not expressly contemplated by this Agreement; or any traffic originated or terminated by a third party including, but not limited to, commercial mobile radio services or paging service providers.

32.3 Amendments. This Agreement may not be amended, modified, or supplemented, except by written instrument signed by both Parties.

32.4 No License. Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

32.5 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party will have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

32.6 No Warranties.

32.6.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY 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.

32.6.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

- 32.7 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 and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution procedures set forth in this Agreement.
- 32.8 Waiver. Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by written documentation by the other Party to whom such compliance 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.
- 32.9 Regulatory Changes. If a Federal or State regulatory agency or a court of competent jurisdiction issues a rule, regulation, law or order (collectively, "Regulatory Requirement") which has the effect of canceling, changing, or superseding any material term or provision of this Agreement then the Parties shall 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 Regulatory Requirement.
- 32.10 No Third Party Beneficiaries. This Agreement shall not be deemed to provide any third party with any benefit, remedy, claim, right of action or other right.
- 32.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 32.12. Authorization. TELCO is a corporation duly organized, validly existing and in good standing under the laws of the State of South Dakota and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder. Mediacom Communications Company, L.P. is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.
- 32.13 Dialing Parity. Subject to the provisions of this Agreement, and except in those instances where a TELCO customer has subscribed to TELCO's optional wide area calling plan (as referenced on its website), TELCO shall permit its end users within a given Rate Center to dial the same number of digits to call a Mediacom NPA-NXX in any Rate Center that would be required of the same TELCO end user to call a TELCO end user in the same Rate Center as the Mediacom NPA-NXX. Subject to the provisions of this Agreement,

and except in those instances where a Mediacom customer has subscribed to Mediacom's optional wide area calling plan (as referenced on its website), Mediacom shall permit its end users within a given Rate Center to dial the same number of digits to call a TELCO NPA-NXX in any Rate Center that would be required of the same Mediacom end user to call a Mediacom end user in the same Rate Center as the TELCO NPA-NXX. Nothing in this Agreement shall be construed to alter or otherwise affect in any manner the local calling areas offered or the rates charged by either Party to its End Users.

33. Termination

33.1. Either Party may terminate this Agreement for cause upon thirty (30) days prior written notice if (a) the other Party materially breaches this Agreement or defaults on its obligations and fails to cure such breach or default during such thirty (30) day period, (b) the other Party's authority to provide the services provided herein is revoked or terminated, or (c) the other Party is insolvent, or files for bankruptcy (or other protection from creditors generally) and such bankruptcy petition is not dismissed within sixty (60) days. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of the termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement.

33.2 For service arrangements made available under this Agreement and existing at the time of termination, those arrangements will continue without interruption following the date of termination or until a replacement agreement has been executed by the Parties either (a) under a new agreement voluntarily executed by the Parties; (b) under a new agreement negotiated pursuant to the provisions of Section 252 of the Act; or c) under any agreement available according to the provisions of Section 252(i) of the Act; however, in no case will those arrangements continue for more than 12 months following the date of termination.

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: MCC Telephony of the Midwest, LLC



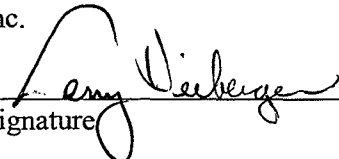
Signature

Daniel P. Templin
Group Vice President
Strategic Marketing and
Product Development

9/23/2010

Date

By: Interstate Telecommunications Cooperative,
Inc.



Signature

Jerry Heiberger
General Manager

September 13, 2010

Date

Schedule I: Network Information

CUSTOMER RATE CENTER	RATE CENTER NPA-NXX	POI LOCATION	TELCO POI SWITCH CLLI	MEDIACOM POI SWITCH CLLI	TELCO LOCAL CALLING AREA
Elkton	605-542	Clear Lake V: 6034 H: 4993	CLLKSDXADS0	PLHIJAADDS1	Elkton
White	605-629	Clear Lake V: 6034 H: 4993	CLLKSDXADS0	PLHLIAADDS1	White
Brookings Rural	605-693	Brookings V: 6127 H: 4969	BKNGSDXBDS0	PLHLIAADDS1	Brookings Rural
Hayti	605-783	Clark V: 6070 H: 5154	CLRKSDXADS0	PLHLIAADDS1	Hayti
Lake Norden	605-785	Clark V: 6070 H: 5154	CLRKSDXADS0	PLHLIAADDS1	Lake Norden
Castlewood	605-793	Clear Lake V: 6034 H: 4993	CLLKSDXADS0	PLHLIAADDS1	Castlewood
Estelline	605-873	Estelline V: 6082 H: 5010	ESTLSDXADS0	PLHLIAADDS1	Estelline

Note: Mediacom Rate Centers for local calling under this agreement are limited to those Rate Centers that are not subject to contractual terms and conditions between Mediacom and TELCO for the exchange of Extended Area Service traffic.

**Schedule II
LNP SUPPORT INFORMATION**

<u>Item</u>	<u>Mediacom</u>	<u>TELCO</u>
1. Company OCN	920F (SD)	1651 (SD)
2. Company CLLI Codes within		
TELCO Rate Center	WHITE CLKKSDXADSO	White WHTESDXARS6
	Elkton CLKKSDXADSO	Elkton EKTNSDXARS3
	Estelline ESTLSDXADSO	Estelline ESTLSDXADSO
	Hayti CLRKSDXADSO	Hayti HAYTSDXARS1
	Castlewood CLKKSDXADSO	Castlewood CSWDSDXARS1
	Lake Norden CLRKSDXADSO	Lake Norden LKNRSD01RS0
	Brookings BKNGSDXBDS0	Brookings Rural BKNGSDXBDS0
3. Rate Center Information		
A. Covered Rate Center(s)	White Elkton Estelline Hayti Castlewood Lake Norden Brookings Rural	White Elkton Estelline Hayti Castlewood Lake Norden Brookings Rural
B. Associated LRN per Covered Rate Center(s)	White (605) 632-1999 Elkton (605) 632-1999	White 6056290000 Elkton 6055420000

Estelline
(605) 632-1999

Estelline
6058730000

Hayti
(605) 632-1999

Hayti
6057830000

Castlewood
(605) 632-1999

Castlewood
6057930000

Lake Norden
(605) 632-1999

Lake Norden
6057850000

Brookings
(605) 632-1999

Brookings
6056930000

- C. Rate Center V and H
Coordinates NECA Tariff
FCC No. 4 Yes Yes
4. Utilization of electronic automated
interface to process interconnection
or service requests Yes No
5. Contact information for
requests and inquiries Roger Moss
Director, Voice Services
100 Crystal Run Rd.
Middletown, NY 10941
Tel.: 845.695.6356
Fax: 845.695.2719 James Canaan
Support Services Mgr.
312 4th Street West
P.O. Box 920
Clear Lake, SD 57226
Tel.: 605-874-2181
Fax: 605-874-2014
6. Business Hours: 8:00 a.m. to 4:00 p.m.
Monday through Friday 8:00a.m. to 5:00 p.m.
Monday through Friday
7. Contact Information for Billing Heather Gallo
100 Crystal Run Rd.
Middletown, NY 10941
Tel.: 845695.6371
Fax.: 845.695.2719

Default LNP Queries (If different than No. 5, above)

See No. 5 above.

See No. 5 above.

**Schedule III
PRICING**

SERVICE

CHARGE

RECIPROCAL COMPENSATION

No separate charges unless traffic is out of balance as defined in Section 4 above
\$0.015 for Local Traffic in the event traffic is deemed out of balance

EXPEDITED ORDER CHARGE
AND ADDITIONAL TESTING CHARGES

To be determined on an individual case basis based on the time spent at the hourly labor rates identified in the Receiving Party's interstate access tariff and pass through of LNP service bureau charges

DIRECTORY DISTRIBUTION CHARGES

To be determined at the time of the request and may include the following as applicable –

- per-directory rate from TELCO's Directory Publisher for the additional quantity of directories that Mediacom may order in excess of the total number of separate listings of Mediacom's end users included in a directory;
- All applicable handling and shipping charges from the TELCO's Directory Publisher;
- hourly business office labor rate included in TELCO's Intrastate Access Tariff required for organizing and effecting shipping to Mediacom; and
- applicable postage and shipping charges assessed by the TELCO for delivery to Mediacom.

Schedule IV
Page 1 of 3

LNP LSR FORM INFORMATION

1. Local Service Request

A. Administrative -

Customer Carrier Name Abbreviation

Purchase Order Number

Local Service Request Number

Location Quantity

Service Center

Date and Time Sent

Desired Due Date

Request Type

Activity

Supplement Type

Response Type Requested

Company Code

New Network Service Provider Identification

Agency Authorization Status

Type of Service

Number Portability Direction Indicator

B. Bill Section-

Billing Account Number Identifier

Billing Account Number

SCHEDULE – IV (Cont.)
Page 2 of 3

C. Contact Section–

Initiator Identification
Initiator Telephone Number
Initiator Street Address
Initiator Address: Floor
Initiator Address: City
Initiator Address: State/Province
Initiator Address: ZIP/Postal Code
Implementation Contact Name
Implementation Contact Telephone Number
Remarks

2. End User Information

A. End User Location & Access -

Location Number
End User Name
State
ZIP Code
End User Listing Treatment

B. End User Bill Section-

Existing Account Telephone Number

SCHEDULE – IV (Cont.)
Page 3 of 3

3. Number Portability

A. Number Portability Quantity

B. Number Portability Service Details-

Location Number

Line Number

Line Activity

Ported Telephone Number

Number Portability Type

LRN of the Ported Telephone Number