

CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will use the information from this form to determine how to process the filing. Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement to the e-mail address listed below.

1. PARTIES	<i>Competitive Carrier</i>	<i>Incumbent Local Exchange Carrier</i>
Name of Party:	Charter Fiberlink OR-CCVII, LLC	Oregon Telephone Corporation
<i>Contact for Processing Questions:</i>		
Name	Charles V. Gerkin, Jr.	Richard A. Finnigan
Telephone:	(770)399-9500	(360)956-7001
E-mail:	cgerkin@fh2.com	rickfinn@localaccess.com
<i>Contact for Legal Questions (if different)</i>		
Name:	Same as above.	Same as above.
Telephone:		
E-mail:		
<i>Other Persons wanting e-mail service of documents (if any)</i>		
Name:		
E-mail:		

2. TYPE OF FILING NOTE: Parties making multiple requests (such as seeking to adopt a previously approved Agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement approved by the Commission.

- Docket ARB _____
- Parties to prior agreement: _____ & _____

New Agreement: Seeks approval of a new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

- NO
 YES, Docket ARB _____

Amendment: Amends an existing carrier to carrier agreement.
Docket ARB _____

Does this filing replace an agreement or amendment currently pending Commission approval?

- NO
 YES, Docket ARB _____, Filed on _____

Attachment(s) provided on CD, DVD or flash drive.

LOCAL TRAFFIC EXCHANGE AGREEMENT

THIS LOCAL TRAFFIC EXCHANGE AGREEMENT (this “Agreement”) is made by and between Oregon Telephone Corporation (“ILEC”) and Charter Fiberlink OR-CCVII, LLC (“CLEC”) and shall be effective on July 1, 2016 (the “Effective Date”). This Agreement may refer to either ILEC or CLEC or both as a “Party” or “Parties.”

Witnesseth:

WHEREAS, ILEC is an Incumbent Local Exchange Carrier providing local exchange service in its territory; and

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

WHEREAS, ILEC is a rural telephone company as defined in Section 153 of the Act; and

WHEREAS, this Agreement is entered into under subsections 251(a) and (b) of the Act;

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and CLEC agree 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 that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent (10%).

1.3. **Commission** is defined as the Oregon Public Utility Commission.

1.4. **End User** means the ultimate user of a voice communications service provided by (i) a Party to this Agreement; or (ii) a wholesale customer of a Party, where the service provided by such Party’s customer is derived from a telecommunications service provided by that Party.

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

1.6. **Incumbent Local Exchange Carrier** is as defined in the Act.

1.7. **Interconnection** is the direct or indirect linking of networks for the exchange, transmission and routing of traffic.

1.8. **ISP-bound Traffic** is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by an End User to an Internet service provider’s server or modem physically located in the same Local Calling Area. ISP-Bound Traffic does not include VoIP-PSTN Traffic.

1.9. **Local Access and Transport Area (“LATA”)** is as defined in the Act.

1.10. **Local Calling Area** means one or more exchanges, as specified in ILEC’s tariff or as established by the Commission, within which any End User customer of ILEC or of another ILEC serving one or more of such exchanges may, on a non-optional basis, make a call to any other such End User without incurring a toll charge.

1.11. **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.

1.12. **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 physically located in one exchange and terminates to an End User 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, 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.

1.13. **Originating Party** means the Party who delivers Local Traffic and ISP-bound Traffic originating on its network to the other Party, for termination on the other Party’s network.

1.14. **Terminating Party** means the Party to whom Local Traffic and ISP-bound Traffic is delivered by the other Party for termination on such Party’s network.

1.15. **Third Party Transit Traffic** is Local Traffic and ISP-bound Traffic and any other traffic that (i) originates on one Party’s network and is switched and/or transported by the other Party and delivered to a third party’s network, or (ii) originates on a third party’s network and is switched and/or transported by one Party and delivered to the other Party’s network. Traffic originated or terminated by a wholesale customer of a Party is not Third Party Transit Traffic.

1.16. **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 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 CFR § 9.3, but also includes traffic originated or terminated on a non-interconnected VoIP service, as that term is defined in 47 CFR § 64.601(15).

2. SCOPE OF AGREEMENT

2.1. This Agreement addresses the rights and obligations of each Party to establish interconnection for the exchange of traffic between the Parties’ networks, and the compensation for the exchange of such traffic pursuant to Sections 251 and 252 of the Act. Except for Third

Party Transit Traffic, if any, the Parties shall not exchange wireless-to-wireline or wireline-to-wireless traffic pursuant to this Agreement.

2.2. The Parties agree to exchange Local Traffic and ISP-bound Traffic through Direct or Indirect Interconnection as described herein.

3. TERM OF THE AGREEMENT

3.1. The initial term of this Agreement shall be three (3) 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 additional terms of one year each unless either Party gives 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 and ISP-bound Traffic between the Parties' 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 to negotiate in good faith in an effort to reach a new agreement and shall continue to exchange Local Traffic and ISP-bound Traffic pursuant to the terms and conditions of this Agreement until they reach a new agreement.

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, 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 whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of 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 its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement; or

c. A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 13.8 of this Agreement.

3.6. **Liability Upon Termination.** Termination of this Agreement, or any part hereof, for any cause shall not release either Party 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 from an obligation which is expressly stated in this Agreement to survive termination.

4. INDIRECT INTERCONNECTION.

4.1. Either Party may deliver Local Traffic and ISP-Bound Traffic indirectly to the other for termination through any carrier or combination of carriers to which both Parties' networks are interconnected directly or indirectly. The Originating Party shall bear all charges payable to the transiting carrier(s) for such transit service with respect to Local Traffic and ISP-Bound Traffic originated by such Party and shall bear the cost of all facilities necessary to deliver such traffic to the transiting carrier.

4.2. Unless otherwise agreed, the Parties shall exchange all Local Traffic and ISP-bound Traffic indirectly through one or more transiting carriers until the total volume of Local Traffic and ISP-bound Traffic being exchanged between the Parties' networks exceeds 240,000 minutes per month for three (3) consecutive months, at which time either Party may request the establishment of Direct Interconnection. Notwithstanding the foregoing, if either Party is unable to arrange for or maintain transit service for its originated Local Traffic upon commercially reasonable terms before the volume of Local Traffic and ISP-bound Traffic being exchanged between the Parties' networks exceeds 240,000 minutes per month, that Party may unilaterally, and at its sole expense, utilize one-way trunk(s) for the delivery of its originated Local Traffic to the other Party.

4.3. After the Parties have established Direct Interconnection between their networks, neither Party may continue to transmit its originated Local Traffic and ISP-bound Traffic indirectly except on an overflow or emergency basis.

4.4. Local Traffic and ISP-Bound Traffic exchanged by the Parties indirectly through one or more transiting carriers shall be subject to the same Reciprocal Compensation, if any, as Local Traffic and ISP-Bound Traffic exchanged through Direct Interconnection. Nothing herein is intended to limit any ability of the Terminating Party to obtain compensation from a transiting carrier for Local Traffic or ISP-Bound Traffic transmitted to the Terminating Party through such transiting carrier.

5. DIRECT INTERCONNECTION.

5.1. At such time as either Party requests Direct Interconnection pursuant to Section 4.2 or as otherwise agreed, the Parties shall establish Direct Interconnection of their networks at a single Point of Interconnection ("POI") for the exchange of all Local Traffic and ISP-bound Traffic between their networks except for indirect overflow or emergency traffic as provided in Section 4.3. The Parties will establish trunks to exchange Local Traffic and ISP-bound Traffic and agree that all Local Traffic and ISP-bound Traffic exchanged between them over Direct Interconnections will be on trunks exclusively dedicated to Local Traffic and ISP-bound Traffic. Except as otherwise provided in this Section 5, the POI is the location where one Party's operational and financial responsibility begins and the other Party's operational and financial responsibility ends. Each Party will be financially responsible for all facilities and traffic located on its side of the POI except as otherwise expressly stated herein. If the Parties agree to two-way trunk groups to

exchange Local Traffic they will mutually coordinate the provisioning and quantity of trunks. To the extent that the Parties are unable to agree upon the provisioning and quantity of two-way trunks, each Party shall use one-way trunks to deliver its originated Local Traffic and ISP-bound Traffic to the other Party.

5.2. The Parties shall endeavor to establish the location of the POI by mutual agreement. Except as expressly provided otherwise in this Section 5.2 or otherwise agreed by the Parties, the POI must be located within ILEC's Local Service Area at a technically feasible point on ILEC's network. In selecting the POI, both Parties will act in good faith and select a point that is reasonably efficient for each Party. If the Parties are unable to agree upon the location of the POI, then either Party may petition the Commission to arbitrate any open issues regarding location of the POI pursuant to Section 252 of the Act.

5.3. Each Party has the obligation to install and maintain the appropriate trunks, trunk ports and associated facilities on its respective side of the POI and is responsible for bearing its costs for such trunks, trunk ports and associated facilities on its side of the POI. Notwithstanding anything to the contrary contained herein, each Party shall bear the full cost of one-way trunks used to deliver its originated Local Traffic and ISP-bound Traffic to the other Party's switch (or its equivalent).

5.4. A Party may provide its own facilities on its side of the POI, lease facilities from a third party, or obtain facilities from the other Party, if available, at tariffed rates or, if not tariffed, on negotiated terms. If either Party chooses to lease transport from the other Party, the same physical facility may be used to provision separate trunks for non-Local Traffic and other trunks, such as special access or Feature Group D trunks.

5.5. Fiber Meet.

a. "Fiber Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at a Fiber Meet POI.

b. If the Parties agree to interconnect pursuant to a Fiber Meet, they shall jointly engineer and operate the transmission system on their respective sides of the Fiber Meet POI. The Parties shall interconnect their transmission and routing of Local Traffic and ISP-Bound Traffic at the DS1 or DS3 Level. The Parties shall work jointly to determine the specific transmission system. Each Party's equipment must be compatible with the other Party's equipment. Each Party, at its own expense, shall procure, install and maintain the equipment on its side of the Fiber Meet POI.

c. The Parties shall designate a point at or near the border of ILEC's Local Service Area, or some other mutually agreeable point, as a Fiber Meet POI, and each Party shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities into the Fiber Meet POI with sufficient spare length to reach the fusion splice point at the Fiber Meet POI.

d. Each Party, at its own expense, shall deliver and maintain its fiber strands to the Fiber Meet POI. Upon oral or electronic mail request by CLEC, ILEC shall allow CLEC access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

e. The Parties shall jointly coordinate and undertake maintenance of the fiber transmission system.

f. Each Party will be responsible, at its own expense, for providing its own transport facilities to the Fiber Meet POI.

5.6. Signaling. The Parties will interconnect their networks, whether directly or indirectly, 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 in the interconnection of their networks. Signaling information shall be shared between the Parties based upon bill and keep compensation.

5.7. 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 are exceeded or are expected to be exceeded. Where additional trunks or associated facilities are required, such equipment shall be obtained, engineered, and installed on the same basis and with the same intervals as any similar addition of trunks or facilities for the provisioning Party’s own internal needs.

5.8. Neither Party will deliver IntraLATA or interLATA toll switched access traffic, untranslated traffic to service codes (*e.g.*, 800, 888), N11 Traffic or (unless otherwise agreed), or Third Party Transit Traffic to the other Party pursuant to this Agreement.

6. NETWORK MANAGEMENT.

6.1. General. The Parties will work cooperatively with each other to install and maintain effective and reliable interconnected networks. The Parties will exchange appropriate information (*e.g.*, network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. 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, and to investigate, minimize and take corrective action in cases of fraud by third parties. Neither party shall bear responsibility for, nor 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. Provided, however, that both Parties shall cooperate to discover and prevent fraud by each Party’s customers or other third parties. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

6.2. Dialing Parity. ILEC and CLEC shall provide call origination and completion and local dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating traffic that requires dialing to route a call.

6.3. Programming. Each Party shall regularly program and update its own switches and network systems in a timely manner pursuant to the Local Exchange Routing Guide guidelines to

recognize and route traffic to the other Party's assigned NPA-NXX codes. 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 load the other Party's assigned NPA-NXX codes into its switch(es).

6.4. Grade of Service. Each Party shall provision its network to provide a designed blocking objective of P.01.

6.5. Protective Controls. Either Party may use protective network traffic management controls such as 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. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.

7. COMPENSATION FOR CALL TRANSPORT AND TERMINATION.

7.1. Local Traffic. The Parties agree that Local Traffic originating on each Party's network that is delivered for termination on the other Party's network is expected to be roughly balanced and, in light of the total anticipated volume of such Local Traffic, that the net amount of any reciprocal compensation for the transport and termination of such Local Traffic is expected to be *de minimis*. Accordingly, 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.

7.2. ISP-Bound Traffic. The Parties agree to exchange ISP-Bound Traffic on a "bill and keep" reciprocal compensation plan.

7.3. Non-Local Assignment of Numbers. If either Party assigns an NPA/NXX to a Rate Center and assigns one or more numbers from that NPA/NXX to an End User physically located outside of the Local Calling Area associated with such 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 an End User physically located outside of such Local Calling Area, and (ii) traffic originating from such number and terminating within the Local Calling Area associated with such Rate Center shall not be deemed to be Local Traffic. Each Party agrees to identify any such non-Local Traffic to the other Party and to compensate the other Party for originating and terminating such non-Local Traffic at tariffed interstate or intrastate switched access rates, as applicable.

7.4. Neither Party shall represent switched access traffic or other non-Local Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

7.5. CLEC represents and warrants that all of its traffic originates and terminates in Internet Protocol format. Accordingly, all traffic exchanged between the Parties shall be VoIP-PSTN traffic unless the Parties agree to exchange traffic in Internet Protocol format.

8. INTENTIONALLY LEFT BLANK.

9. DISPUTE RESOLUTION.

9.1. 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 action 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.

9.2. **Informal Resolution of Disputes.** At the written request of either Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, 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. The Parties intend that these negotiations be conducted by non-lawyer business representatives, but nothing prevents either Party from also involving their legal counsel in the process.

9.3. **Formal Dispute Resolution.** If negotiations fail to produce an agreeable resolution of any dispute within sixty (60) days, 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.

9.4. **Continuity of Service.** 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).

10. LIABILITY.

10.1. **Indemnity.** Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party and its officers, directors, employees, agents and suppliers (collectively, "Indemnified Party") from and against losses, costs, claims, liabilities, damages, and expenses (including reasonable attorneys' fees) (collectively, "Damages") suffered or asserted by customers and other third parties 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 libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own

communications (including its employees, agents and contractors when acting within the scope of their employment, agency or engagement, respectively) or the communications of such Indemnifying Party's customers; and

c. claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

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 when acting within the scope of their employment, agency or engagement, respectively.

10.2. 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 this Section, 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. In the event the Party otherwise entitled to indemnification from the other 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. Neither Party shall accept the terms of a settlement that involves or references the other Party in any matter without the other Party's written approval.

10.3. Limitation. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT TO THE EXTENT CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, 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 ARE HEREBY SPECIFICALLY WAIVED.

10.4. Disclaimer of Warranties. 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.

10.5. The limitation of liability in Section 10.3 shall not apply to:

a. provable 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 13.4 or the indemnification provisions of Section 10.1. Nothing herein shall restrict either Party's right to injunctive relief.

10.6. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. NOTICES.

11.1. 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

with a copy to:

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

and

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

To ILEC:

Oregon Telephone Corporation
One Telephone Drive
PO Box 609
Mt. Vernon, OR 97865

with a copy to:

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

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. mail.

11.2. 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 contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection 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: 866-248-7662

Email: DLCorpNSOCTechs@chartercom.com

For ILEC:

NOC Phone: 541-932-4900

NOC Fax: 541-932-4498

Email: otc@ortelco.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. Each Party will advise the other of any critical issues associated with the inoperative facilities, service, and 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 best efforts to expedite the clearance of trouble.

12. REGULATORY APPROVAL.

12.1. CLEC asserts that it intends to file this Agreement with the Commission. ILEC asserts that such filing is unnecessary. 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). 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.

12.2. The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in 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.

13. MISCELLANEOUS.

13.1. Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

13.2. 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. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Parties' End Users or others.

13.3. 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 its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, 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 (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 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 without liability thereafter.

13.4. Confidentiality. The Parties shall protect the confidentiality of each other’s proprietary information and use such information only for the purpose of performing their obligations under this Agreement and shall protect the confidentiality of all customer proprietary network information as required by 47 U.S.C. § 222, and all applicable state statutes and regulations. The Parties agree that all information concerning each Party’s network, traffic and customers that has not been made public by such Party and all information expressly or impliedly designated by a Party as proprietary information is either: (i) the proprietary information of such Party pursuant to 47 U.S.C. § 222(a) and (b), and all traffic and customer information other than subscriber list information is customer proprietary network information as defined in 47 U.S.C. § 222(h)(1); or (ii) is otherwise confidential and proprietary information of the disclosing Party. The Parties shall comply with all valid regulations of the FCC promulgated pursuant to 47 U.S.C. § 222, in addition to all applicable state statutes and regulations. The provisions of this Section 13.4 shall survive any expiration or termination of this Agreement.

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

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

13.7. Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted 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.

13.8. 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 this Agreement and the obligations of such Party hereunder with respect to services provided over the transferred facilities. Except as provided in this paragraph, 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; 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 prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer 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 assigns.

13.9. 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.

13.10. 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 Party's prior written consent.

13.11. No Third Party Beneficiaries. 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 third-party beneficiary rights hereunder.

13.12. 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.

13.13. 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 which 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.

13.14. 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.

13.15. 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.

13.16. 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 ambiguities, no inferences shall be drawn against either Party.

13.17. Authority. The Parties each represent and warrant that the undersigned representative of each Party is fully authorized to execute this Agreement and so bind that Party to the terms herein.

IN WITNESS WHEREOF, the Parties have caused this LOCAL TRAFFIC EXCHANGE AGREEMENT to be executed on their behalf by their duly authorized representatives on the dates set forth below.

ILEC:

Oregon Telephone Corporation

By: 

Name: Delinda Kluser

Title: Vice Pres. Manager

Date: 7/13/16

CLEC:

Charter Fiberlink OR-CCVII, LLC
By Charter Communications, Inc. its
Manager

By: 

Name: Peggy L. Giaminetti

Title: Vice President, Circuit Operations

Date: 7-27-16