



November 28, 2012



Secretary
Alabama Public Service Commission
RSA Union
100 North Union Street
Montgomery, Alabama 36104

Dear Secretary:

Enclosed are the original and ten copies of an interconnection agreement to be filed with the Alabama Public Service Commission:

- Local and EAS service agreement between Frontier Communications of LaMar County, LLC and Charter Fiberlink-Alabama LLC dated September 15, 2012.

Please let me know if there are any questions.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Christanne R. Schey".

Christanne R. Schey

Sr. Analyst, Government & External Affairs
Frontier Communications Corporation
180 South Clinton Ave.
Rochester, NY 14646

585-777-2778

LOCAL AND EAS SERVICE AGREEMENT

Dated as of September 15, 2012

By and Between

FRONTIER COMMUNICATIONS OF LAMAR COUNTY, LLC

And

CHARTER FIBERLINK - ALABAMA, LLC

FOR THE STATE OF ALABAMA

LOCAL AND EAS SERVICE AGREEMENT

This Local and EAS Service Agreement ("Agreement") is entered into by and between Frontier Communications of Lamar County, LLC, ("**Frontier**") and Charter Fiberlink - Alabama, LLC ("**Carrier**"). Frontier and Carrier may also be referred to herein singularly as a "Party" or collectively as the "Parties".

WHEREAS, Carrier is authorized by the Commission as a Competitive Local Exchange Carrier or a Local Exchange Carrier and provides such service to its End Users; and

WHEREAS, Frontier is an Incumbent Local Exchange Carrier ("**ILEC**") providing local exchange service; and

WHEREAS, Carrier terminates Local Exchange Service traffic that originates from Frontier's End Users, and Frontier terminates Local Exchange Service traffic that originates from Carrier's End Users; and

WHEREAS, Carrier wishes to terminate Extended Area Service traffic to Frontier's End Users within Frontier Local Exchange Service territory and Frontier wishes to terminate Extended Area Service traffic to Carrier's End Users outside of Frontier' Local Exchange Service territory pursuant to a Local and Extended Area Service arrangement. If Carrier requests to provide Local Exchange Service within the Frontier' Local Exchange Service Territory under Sections 251 or 252 of the Act, an additional agreement will be required.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

1. SCOPE OF AGREEMENT

- 1.1. This Agreement sets forth terms and conditions under which Frontier and Carrier agree to interconnect their networks for Local and Extended Area Service ("**EAS**") telecommunications services. The Agreement includes all accompanying Exhibits.
- 1.2. The Parties agree to connect their respective networks at mutually agreed upon points described in Section 4 so as to furnish Local and Extended Area Service between those Exchanges of Carrier and those Exchanges of Frontier set forth on Exhibit 1. Each Party is responsible for providing the physical facilities necessary to deliver traffic to and receive traffic from the point of interconnection. This Agreement is expressly limited to the transport and termination of Local and EAS Traffic originated by and terminated to End Users of the Parties to this Agreement.
- 1.3. In the performance of their obligations under this Agreement, the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, the Act, or the Commission, (including,

without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement or to file this Agreement with the Commission) such action shall not be unreasonably delayed, withheld or conditioned.

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.

- 2.1. Access Service Request ("ASR") means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities request for interconnection.
- 2.2. "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.
- 2.3. "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory Assistance, 911/E911, Operator call termination (busy line interrupt and verify), 800/888, LIDB, and information services requiring special billing.
- 2.4. CLLI Codes means Common Language Location Identifier Codes.
- 2.5. Commission means the Alabama Public Service Commission.
- 2.6. DS1 means a digital signal rate of 1.544 Megabits per second ("**Mbps**").
- 2.7. DS3 means a digital signal rate of 44.736 Mbps.
- 2.8. End User means the customer of either Party that is the ultimate user of a telecommunications service.
- 2.9 Exchange Message Interface ("EMI") means the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, access, settlement and study data. EMI format is contained in ATIS/OBF-EMI latest published editions, an Alliance for Telecommunications Industry Solutions ("**ATIS**") document that defines industry standards for exchange message records.
- 2.10 EAS Traffic means traffic that is a) originated by a Frontier End User who is physically located within either the Frontier Local Calling Area or the Extended Area Service ("**EAS**") area of the Frontier Local Calling Area, as defined in Frontier' local exchange tariffs, and terminated to a Carrier End User physically located within the EAS area of the Frontier Local Calling

Area and who has a telephone number that is rated within that EAS area, or b) originated by a Carrier End User who is physically located within the EAS area of the Frontier Local Calling Area and who has a telephone number that is rated within that EAS area and terminated to a Frontier End User in that Frontier Local Calling Area or EAS area. EAS Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a local calling area beyond the basic exchange serving area for an additional fee), referred to as "optional EAS."

- 2.11 [Intentionally Left Blank]
- 2.12 Interconnection, as used in this Agreement, is as defined in the Act.
- 2.13 Internet Service Provider ("ISP") Bound Traffic means traffic delivered by a local exchange carrier, indirectly or directly, to a provider of Internet services, of which the voice or TDM component both originates and terminates within the Local Calling Area as defined by Frontier's tariffs. If the voice or TDM component does not both originate and terminate within such Local Calling Area, the traffic shall not be covered by this Agreement and shall be subject to interstate or intrastate access tariffs depending on the geographic points of voice or TDM origination and termination.
- 2.14 Local Calling Area means a geographic area within which calls may be originated by one Party's End Users and terminated to the other Party's End Users without toll charges within the Local Exchange Service territory or EAS area as defined in Frontier's tariffs. Local calls must actually be originated by and terminated to End Users physically located within the same Local Calling Area regardless of the NXX assigned to the calling and called parties. Local Traffic includes ISP Bound Traffic to the extent that the End User and ISP are physically located in the same Frontier Local Calling Area.
- 2.15. Local Exchange Routing Guide ("LERG") means the Telcordia reference document used to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 2.16. Local Exchange Service ("LOCAL") means any call 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 Frontier's tariff, including mandatory EAS areas. As clarification of this definition and for purposes of Reciprocal Compensation, Local Traffic will include VOIP 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.

- 2.17. Multiple Exchange Carriers Ordering and Design ("MECOD") Guidelines for Access Services - Industry Support Interface, means the document developed by the Ordering/Provisioning Committee under auspices of the Ordering and Billing Forum ("OBF"). The MECOD document, published as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more Local Exchange Carriers.
- 2.18. Point of Interconnection ("POI") means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local/EAS Traffic.
- 2.19. VoIP Traffic ("**VOIP**") means an interconnected voice over Internet protocol service that:
- (1) Enables real-time, two-way voice communications;
 - (2) Requires a broadband connection from the user's location;
 - (3) Requires Internet protocol-compatible customer premises equipment; and
 - (4) Permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

3. COMPENSATION FOR CALL TERMINATION & FACILITIES

- 3.1 Subject to the limitations in this Section 3, the Parties each agree to terminate the other Party's Local/EAS Traffic (collectively hereinafter sometimes referred to as "Traffic") on a Bill and Keep basis of compensation. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the other Party for terminating the Traffic, regardless of any costs incurred by the other Party for terminating the Traffic or charges the originating Party may assess its End User subscribers.

3.1.1 The Parties agree to exchange ISP Bound Traffic on a Bill and Keep basis. The preceding sentence applies only to the exchange of ISP Bound Traffic between these Parties and a separate determination of what ISP Bound Traffic was exchanged between Frontier and any other party adopting this Agreement under 47 U.S.C. § 252(i) shall be required in order to determine the appropriate compensation of ISP-Bound Traffic and Local/EAS Traffic between Frontier and any such other party.

3.1.2 To the extent the Parties terminate Local/EAS Traffic other than ISP Bound Traffic they expect the volume of Local/EAS Traffic each Party terminates to be comparable, thereby justifying the use of combined trunks for Local/EAS Traffic and ISP Bound Traffic. As such it will not be possible to identify Local/EAS traffic and ISP Bound Traffic and the Parties will reciprocally compensate each other using Bill and Keep.

3.1.3 The fact that ISP Bound Traffic and Local/EAS traffic are compensated for on a Bill and Keep basis shall not change the

compensation set forth in this Agreement for any other traffic or services, including but not limited to facilities for interconnection, access traffic, wireless traffic, and transit traffic.

3.1.4 VoIP Traffic exchanged pursuant to this Agreement will be governed by the default provisions of the FCC's *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed. When such revisions, reconsiderations, modifications or changes respecting VoIP Traffic are effective, such provisions shall be automatically incorporated into this Agreement.

3.1.5 Where Frontier is only providing transit service between Carrier and a third party via a Frontier tandem, Frontier is not responsible for termination of such traffic and transit charges at the rate of \$0.0061854 per minute of usage will apply to the originator of such traffic.

- 3.2 Carrier may provide its own facilities or lease facilities from Frontier or an alternate third Party provider for the provision of Local/EAS Interconnection trunking, in which case the Carrier will bear the full cost of leasing or providing such facility from its switch or equivalent facility to the POI. Carrier agrees to pay Frontier applicable tariff rates if the facility is provided by Frontier. No Party will construct facilities that require the other Party to build unnecessary facilities.

4. INTERCONNECTION

4.1 INDIRECT INTERCONNECTION

4.1.1 Either Party may deliver Local/EAS Traffic indirectly to the other for termination through any carrier to which both Parties' networks are interconnected directly or indirectly.

4.1.2 Unless otherwise agreed, the Parties shall exchange all Traffic indirectly through one or more transiting carriers until the total volume of Traffic being exchanged between the Parties' networks exceeds the Crossover Volume (as hereinafter defined), 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 Traffic upon commercially reasonable terms before the volume of Traffic being exchanged between the Parties' networks exceeds the Crossover Volume, that Party may unilaterally at its sole expense utilize one-way trunks(s) for the delivery of its originated Traffic to the other Party. For purposes of this Agreement, Crossover Volume means a total bi-directional volume of Local/EAS Traffic exceeding 240,000 minutes of use or one DS1 at 512 ccs per month for three (3) consecutive months.

4.1.3 After the Parties have established Direct Interconnection between their networks, neither Party may continue to transmit its originated Traffic indirectly except on an overflow basis.

4.1.4 Traffic exchanged by the Parties indirectly through a transiting carrier shall be on a bill and keep basis, except that any transit charges assessed by a third party transit provider for Traffic originated by a Party shall be paid by the originating Party.

4.2 DIRECT INTERCONNECTION

4.2.1. At such time as either Party requests Direct Interconnection as provided in Section 4.1.2, the Parties will establish Local/EAS Interconnection Trunks to exchange Local/EAS Traffic. All Local/EAS Interconnection Trunk Groups established directly with the other Party's network including facilities and POI's will conform with Exhibit 1. The Parties agree that all Local/EAS Traffic exchanged between them via Direct Interconnection will be on trunks exclusively dedicated to such Traffic. Neither Party will terminate Interlata toll Switched Access traffic or originate untranslated 800/888/877/866 traffic over Local/EAS Interconnection Trunks. Local/EAS Interconnection will be provided via two-way, common trunks where technically feasible unless both Parties agree to implement one-way trunks on a case-by-case basis. The cost of two-way common trunks will be shared as provided in Section 4.2.2. If the Parties agree to two-way trunk groups to exchange Local/EAS Traffic, they will mutually coordinate the provisioning and quantity of trunks.

4.2.2. The POI is a negotiated point of interconnection on Frontier's network, limited to the interconnection of facilities between one Party's switch and the other Party's switch. Each Party will be responsible for the costs of the construction or provisioning of facilities on its side of the POI.

4.2.3. 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 be formatted using Alternate Mark Inversion ("AMI") Line Code with Superframe Format Framing.

4.2.4. The electrical interface at the POI(S) will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Frontier will provide any multiplexing required for DS1 facilities or trunking on its side of the POI and Carrier will provide any DS1 multiplexing required for facilities or trunking on its side of the POI.

4.2.5. To the extent available, the parties will interconnect their networks using SS7 signaling where technically feasible and available 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.

4.2.6. Frontier and Carrier will engineer all Traffic Exchange Trunk using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.

4.2.7. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for Carriers, or Frontier internal customer demand.

4.2.8 N11 codes (e.g., 411, 611, & 911) shall not be sent between Carrier's network and Citizen's network over the Local/EAS Interconnection Trunk Groups.

4.2.9 If the Parties are unable to mutually agree upon a POI, direct trunking arrangements or the allocation of costs for trunking within 60 days after either Party has requested Direct Interconnection pursuant to Section 4.1.2, then either Party may petition the Commission. During the pendency of any dispute, neither Party shall discontinue or interrupt the exchange of Local/EAS Traffic or the provision of other services pursuant to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, arbitration by the Commission shall be the sole means of resolving any unresolved issues between the Parties. However, nothing herein shall prevent either Party from appealing such decision in accordance with applicable law.

5. SIGNALING SYSTEMS AND ADMINISTRATION

The Parties will interconnect their networks using SS7 signaling associated with all interconnection trunk groups as defined in Telcordia GR-246 "Bell Communications Research Specification of Signaling Systems 7 (SS7) and GR-905, "Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network (ISDN) User Part (ISUP)"including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks.

Each Party shall regularly program and update its own switches and network systems in a timely manner pursuant to the Telcordia 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), provided that appropriate trunks are available to accommodate this traffic.

Frontier and Carrier shall provide each other, or any transit service provider in the event the Parties are utilizing indirect interconnection for the exchange of traffic, the proper signaling information (e.g., originating Calling Party Number ("CPN"), Jurisdiction Indication Parameter ("JIP") and destination called party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All SS7 signaling parameters will be provided, where technically feasible, including CPN, JIP and Originating Line Information Parameter ("OLIP") on calls

to 8XX telephone numbers, calling party category, charge number, etc. In addition each party shall pass Charge Number (CN) unaltered where it is different than CPN, and neither Party shall populate the SS7 CN field with information other than the CN. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information) or JIP on at least ninety percent (90%) of total traffic, then traffic sent by one Party to the other Party without CPN or JIP, as is required by the first sentence of this paragraph (such traffic being hereinafter referred to as "Unidentified Traffic"), will be handled in the following manner. If the Unidentified Traffic is less than ten percent (10%), such Unidentified Traffic will be treated as having the same jurisdictional ratio as the identified traffic. If the Unidentified Traffic exceeds ten percent (10%), then the Party receiving such Unidentified Traffic shall notify the other Party in writing of such excessive Unidentified Traffic and the Parties will cooperate and exchange data as necessary to determine the cause of the CPN or JIP failure, to determine who originated such Unidentified Traffic and to assist in its correction. Provided, however, that if, after sixty (60) days following the receipt of such written notice, the Unidentified Traffic continues to exceed ten percent (10%) of the total traffic, all the Unidentified Traffic shall be treated as interstate toll and will be subject to interstate access charges.

6. TRUNK FORECASTING

The Parties will work towards the development of joint forecasting responsibilities for traffic utilization over interconnection 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. Intercompany forecast information must be provided by the Parties to each other upon reasonable request.

7. GRADE OF SERVICE

Each Party will provision their network to provide a P.01 grade of service.

8. NETWORK MANAGEMENT

8.1. 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. Carrier and Frontier will immediately notify each other of any protective control action planned or executed.

8.2. Mass Calling

Carrier and Frontier will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties

will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

8.3 Network Harm

Neither Party will use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; 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 will occur or if a Party reasonably determines that a Network Harm is imminent, 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 will:

- (a) Promptly notify the other Party of such temporary discontinuance or refusal; and
- (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal.

9. TERM OF AGREEMENT

This Agreement will commence when fully executed and have an initial term of two (2) years. Thereafter, this Agreement shall automatically renew unless terminated as provided herein. After completion of the initial two (2) year term, either Party may terminate this Agreement for any reason not prohibited by law upon 60 days written notice to the other Party. Upon termination of the Agreement, either Party may initiate negotiations of a replacement agreement and the interconnection arrangements between Parties will continue without interruption until such replacement agreement becomes effective. If Carrier wishes to serve customers located within Frontier's Local Exchange Service Territory, Carrier will initiate another written request to pursue negotiations under Section 251 of the Act.

10. AMENDMENT OF AGREEMENT

This Agreement may not be amended, modified, or supplemented, nor may any obligations hereunder be waived by a party, except by written instrument signed by both parties.

11. ASSIGNMENT

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; provided that each Party may assign

this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity with prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void from the beginning. Without limiting the generality of the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties' respective successors and assigns.

12. ENTIRE AGREEMENT

This Agreement, together with any and all Schedules and Exhibits which are attached hereto, sets forth the entire agreement and understanding of the parties and supersedes any and all prior agreements, written or oral, between the parties with respect to the subject matter hereof. Neither party will be bound by, and each party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of the Agreement and which is proffered by the other party in any correspondence or other document or through any course of conduct, unless the party to be bound thereby specifically agrees to such provision in writing.

13. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

- 13.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;
- 13.2. War, revolution, civil commotion, terrorism, acts of public enemies, blockade or embargo;
- 13.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
- 13.4. Labor difficulties, such as strikes, picketing or boycotts;
- 13.5. Delays caused by other service or equipment vendors; and
- 13.6. Any other circumstance beyond the reasonable control of the Party affected; then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

14. NO LICENSE

No license under patents, copyrights or any other intellectual property right (other than the limited license to use) is granted by either Party or will be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

15. INDEPENDENT CONTRACTOR

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.

16. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO PROVABLE DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY OR ITS AFFILIATES; NOR SHALL IT APPLY TO PROVABLE DAMAGES ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

17. 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.

18. INDEMNITY

Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property (collectively, "Damages") to the extent such Damages are proximately caused by the negligence and/or willful misconduct of the indemnifying Party, or its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand to the extent of its negligence or willful misconduct, including that of its employees or agents. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is responsible hereunder.

19. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Communications Act of 1934, as amended, and the laws of the State in which this Agreement is filed. It will be interpreted solely in accordance with the terms of the Communications Act of 1934, as amended, applicable rules of the Federal Communication Commission and applicable state law.

20. 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, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

21. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) 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 and arbitration procedures set forth in this Agreement.

22. CONFIDENTIALITY

Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") will be deemed the property of the Disclosing Party. Proprietary Information, if written, will be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, will be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure.

Notwithstanding the foregoing, information concerning either Party's network

and information that would constitute customer proprietary network information of either Party's End Users pursuant to applicable law, as well as recorded usage or traffic information with respect to either Party's End Users, whether disclosed by either Party to the other Party or otherwise acquired by either Party in the course of performance under this Agreement shall be deemed to be the Proprietary Information of such Party as a Disclosing Party.

Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) will be held in confidence by each Receiving Party; (b) will be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and will be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to, in advance of use, in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party will be entitled to disclose or provide Proprietary Information pursuant to subpoena or other process issued by a court or governmental authority in the exercise of its lawful authority following written notice to the Disclosing Party prior to disclosing such Proprietary Information, unless such prior written notice is otherwise prohibited by such court or governmental authority in the exercise of its lawful authority.

23. DISPUTE RESOLUTION

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall if necessary be escalated to the vice presidential level for each Party. In the event that the officers of the Parties shall be unable to resolve a default or other dispute within 60 days after commencement of the dispute resolution process contained in this Section 23, the Parties shall then submit the matter to the Commission for non-binding mediation. If mediation by the Commission is unsuccessful, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute, or, except as expressly provided otherwise in Section 4.2.9 of this Agreement, to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described. Following a final decision from such court or Commission, nothing herein shall prevent either Party from appealing such decision in accordance with applicable law.

24. WAIVERS

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such Party's right to enforce any such provision or right in any other instance.

25. NO THIRD PARTY BENEFICIARIES

This Agreement is not made for the benefit of any person, firm, corporation or association other than the Parties hereto. The Parties do not intend to confer any rights or benefit hereunder on any person, firm or corporation other than the Parties hereto; nor will any person, firm or corporation be allowed to claim any rights or benefits.

26. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, prepaid, certified or registered mail, the day received or the date of any rejection or undeliverable notice; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

For CLEC:

Charter Fiberlink - Alabama, LLC
Attn: Legal Dept. – Telephone
12405 Powerscourt Drive
St. Louis, Missouri 63131-3674
Fax: (314) 965-6640

With copy to:

Charter Communications, Inc.
Attn: Carrier Relations – Telephone
12405 Powerscourt Drive
St. Louis, Missouri 63131-3674

and

Charles A. Hudak, Esq.
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For Frontier:

Frontier Communications
Attn: Director, Business Operations – Carrier Services
180 South Clinton Avenue
Rochester, NY 14646
Tel: (716) 777-5131
Fax: (716) 424-1196
Roderick.cameron@ftr.com

with copy to:

Frontier Communications
Attn: Legal Department - Interconnection
3 High Ridge Park
Stamford, CT 06905

and

Each Party will inform the other in writing of any changes in the above addresses.

The Parties have caused this Local/EAS Service Agreement to be executed on their behalf on the dates set forth below.

Charter Fiberlink – Alabama, LLC

**By: Charter Communications, Inc.,
its manager**

By: Patricia S. Lewis

Name: Patricia S. Lewis

Title: VP - Operations

Date: 9/24/12

**Frontier Communications of Lamar
County, LLC**

By: [Signature]

Name: Stephen LeVan

Title: SVP Carrier Sales & Service

Date: 10.19.12

