

WIRELINE INTERCONNECTION AGREEMENT

by and between

SERVICE ELECTRIC TELEPHONE COMPANY, LLC

and

COMMONWEALTH TELEPHONE COMPANY

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WIRELINE INTERCONNECTION AGREEMENT

THIS WIRELINE INTERCONNECTION AGREEMENT (“Agreement”), effective April 1, 2004 (“Effective Date”), is by and between SERVICE ELECTRIC TELEPHONE COMPANY, LLC (“CLEC”) and COMMONWEALTH TELEPHONE COMPANY (“CTCO”). CLEC and CTCO are each individually referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS, CTCO provides Telephone Exchange Services within the Commonwealth of Pennsylvania; and

WHEREAS, CLEC provides Telephone Exchange Services within the Commonwealth of Pennsylvania; and

WHEREAS, the Parties have agreed to interconnect their respective telecommunications networks pursuant to Section 251 (a) and (b) of the Telecommunications Act of 1996 (“the Act”).

NOW THEREFORE, in consideration of the mutual promises and covenants and conditions contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1.0 DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings specified below in this Section. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural and vice-a-versa. Any term not defined herein shall have the meanings ordinarily ascribed to such term in the telecommunications industry.

1.1 “911” – A universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.2 “Act” – The Communications Act of 1934, as amended, *inter alia*, by the Telecommunications Act of 1996.

1.3 “Agreement” – This Wireline Interconnection Agreement, including all Exhibits, attachments or subsequently executed amendments.

1.4 “ANI” or “Automatic Number Identification” – The signaling parameter that identifies the caller’s billing number.

1.5 “ASR” or “Access Service Request” – An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

1.6 “Business Day” – Monday through Friday, except for holidays.

1.7 “Calendar Quarter” – January through March, April through June, July through September, or October through December.

1.8 “Calendar Year” – January through December.

1.9 “CLASS” or “Custom Local Area Signaling Service” – A grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single line business customers (*e.g.*, call waiting, call forwarding and automatic redial).

1.10 “Commission” – Pennsylvania Public Utility Commission.

1.11 “CPN” or “Calling Party Number” – The signaling parameter that identifies the caller’s telephone number.

1.12 “EMI” or “Exchange Message Interface” – Standard used for the interexchange of telecommunications message information between local exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by the Alliance for Telecommunications Industry Solutions.

1.13 “End Office Switch” or “End Office” – A switching entity that is used to terminate customer station loops for the purpose of interconnection to each other and to trunks. Where a switch is employed as a combination End Office/Tandem, the term “End Office” shall only apply to the switch partition providing the End Office functionality.

1.14 “Exchange Access” – Shall have the meaning set forth in the Act.

1.15 “E911” – The method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

1.16 “FCC” – The Federal Communications Commission.

1.17 “ILEC” or “Incumbent Local Exchange Carrier” – Shall have the meaning set forth in the Act.

1.18 “Information Access Traffic” – Local Traffic, as defined herein, where the Telephone Exchange Service to which the call is terminated is utilized predominantly to provide access to dial-up Internet access service or comparable data access services.

1.19 “LATA” – Local Access and Transit Area as defined in the Act.

1.20 “LEC” – Local Exchange Carrier as defined in the Act.

1.21 “LERG” or “Local Exchange Routing Guide” – A Telcordia Technologies reference containing NPA/NXX routing and homing information.

1.22 “Local Number Portability” or “LNP” – 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.

1.23 “Local Traffic” -- Any call originating from a Telephone Exchange Service provided by one Party and terminating to a Telephone Exchange Service provided by the other Party, where a valid CPN has been passed demonstrating that the Rate Center of the terminating Telephone Exchange Service is within the Local or mandatory Extended Areas Service (EAS) calling area of the Rate Center of the originating Telephone Exchange Service as defined by the effective local exchange tariff(s) of the ILEC serving the originating Rate Center, where the calling party has not utilized a calling service provided by a third party. Local Traffic includes Information Access Traffic

1.24 “MECAB” – Multiple Exchange Carrier Access Billing, a document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

1.25 “MECOD” – Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STC-002643, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

1.26 “Meet-Point Billing Arrangement” – An arrangement whereby the Parties jointly provide to a third party the local transport elements of a Switched Access Service, utilizing a CTCO Tandem Switch to route traffic between a CLEC End Office Switch and the third party, with each Party receiving an appropriate share of the transport element revenues as provided in the effective tariffs governing their provision of Switched Access Service.

1.27 “Meet-Point Billing Traffic” – Traffic subject to an effective Meet-Point Billing Arrangement.

1.28 “Multiple Bill/Multiple Tariff” – The Meet-Point Billing method whereby each LEC prepares and renders its own meet point bill in accordance with its own tariff(s) for the portion of the jointly-provided Switched Exchange Access Service which the LEC provides.

1.29 “NPA-NXX” – 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 and excludes Service Access Codes, unless otherwise specifically noted.

1.30 “Permanent Number Portability” or “PNP” – The use of the Location Routing Number (LRN) database solution or other technical solution that comports with regulations issued by the FCC to provide LNP for all customers and service providers.

1.31 “Point of Interconnection” or “POI” – the physical point at which the Parties shall interconnect their networks for the purpose of exchanging traffic as specified in the Agreement.

1.32 “Public Safety Answering Point” or “PSAP” – An answering location for 911 calls originating in a given area. A PSAP may be designed as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of service agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.33 “Rate Center” – The specific geographic area with which one or more Geographic NPA-NXX’s assigned for the provision of Telephone Exchange Services is exclusively associated. The “Rate Center” of a particular Telephone Exchange Service is the Rate Center associated with the NPA-NXX designation of that Service.

1.34 “Routing Point” – A specific geographic point identified by specific V&H coordinates. The Routing Point is used to route inbound traffic to specified NPA-NXXs. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be located in the corresponding Rate Center for the NPA-NXX, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center.

1.35 “Service Access Code” – A non-geographic NPA associated with a specialized service that may be provided across multiple geographic NPAs. Service Access Codes include, but are not necessarily limited to: 500, 700, 800 and other 8YY codes, and 900.

1.36 “SS7” – 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).

1.37 “Switched Access Detail Usage Data” – A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.

1.38 “Switched Access Service” – The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Access Services include but are not necessarily limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 8YY access and 900 access.

1.39 “Tandem Switch” or “Tandem” – A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and carriers’ aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services. Where a switch is employed as a combination End Office/Tandem, the term “Tandem” shall only apply to the switch partition providing the Tandem functionality. As used in the Agreement, Tandem or Tandem Switch refers to a CTCO “Access Tandem”.

1.40 “Telcordia Technologies” – Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).

1.41 “Telephone Exchange Service” – Shall have the meaning set forth in the Act.

1.42 “Telephone Relay Service” – A service that enables speech and hearing impaired callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient’s response to the speech or hearing impaired caller. This service also works in reverse allowing non-hearing-impaired callers to initiate calls to Telephone Relay Service users.

1.43 “Transit Traffic” – Traffic routed by CLEC via a CTCO Tandem to an NPA-NXX which is correctly listed in the LERG as homing to that Tandem and which is served by an End Office Switch belonging to a third party.

2.0 DIRECT INTERCONNECTION

2.1 Point of Interconnection (“POI”). The Parties shall establish at least one POI in each LATA in which they may choose to implement Direct Interconnection. Each POI shall be located at an existing transport meet-point on or near CTCO’s territorial boundary, or at a mutually agreeable point within CTCOs operating territory. Each Party shall be solely responsible for installing and maintaining all transport for all trunk groups specified herein between its switches and the POI, in sufficient quantities and capacities, including any necessary hubbing, multiplexing, cross-connects, or other intermediate transport facilities, to ensure the completion of calls over such trunk groups.

2.2 Traffic Exchange Trunk Groups. The Parties may use Traffic Exchange Trunk groups to route Local Traffic, Transit Traffic and Switched Access Traffic to one another, pursuant to Sections 2.2.1 and 2.2.2 of the Agreement. Compensation for traffic terminated over

Traffic Exchange Trunk Groups shall be as specified in Section 4.0 of the Agreement. The Parties shall route traffic to one another via the Traffic Exchange Trunk Groups pursuant to the Local Exchange Routing Guide (“LERG”), except as otherwise mutually agreed.

2.2.1 Direct Interconnection to an End Office Switch. Each Party may establish a direct trunk group from its network, via the POI, to an End Office Switch on the other Party’s network for the termination of traffic to that End Office Switch. Unless otherwise mutually agreed, such trunk groups shall be established as DS1-level one-way trunks for traffic in each direction.

2.2.2 Direct Interconnection to a CTCO Tandem Switch. CLEC may terminate Local Traffic to CTCO and Transit Traffic to third parties via a trunk group CLEC has directly purchased to a CTCO Tandem Switch for purposes of terminating Switched Access Traffic pursuant to CTCO’s effective interstate and intrastate switched access tariffs; provided, however, that CLEC shall, pursuant to Section 2.2 of the Agreement, establish an initial or additional direct DS1-level trunk to a CTCO End Office Switch whenever CLEC has terminated the equivalent of 14 DS0s worth of traffic to such End Office Switch via the CTCO Tandem for three consecutive calendar months.

2.3 Access Toll Connecting Trunk Groups. For any NPA-NXX(s) assigned to a CLEC End Office Switch, CLEC may, at its sole option, pursuant to applicable law, regulation and industry standards, arrange with CTCO to list a CTCO Tandem Switch as the “homing Tandem” for such NPA-NXX(s), provided that the Rate Center(s) associated with the NPA-NXX(s) is located in the LATA served by that CTCO Tandem. In such cases, the Parties shall establish Access Toll Connecting Trunks between CLEC’s End Office Switch and CTCO’s Tandem, for the exclusive transmission of Meet-Point Billing Traffic, and in this manner jointly complete traffic between third parties and those NPA-NXX(s). The Meet-Point at which the Parties shall interconnect each Access Toll Connecting Trunk group shall be established by mutual agreement of the Parties. Access Toll Connecting Trunk Groups shall be established as DS1-level two-way trunks, pursuant to standard industry practice for such trunk groups. Meet-point billing associated with the Access Toll Connecting Trunk Groups shall be provided pursuant to Section 5.0 of the Agreement.

2.4 911/E911 Traffic. 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 Traffic Exchange Trunk Groups or Access Toll Connecting Trunk Groups. 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. The Parties’ full and exclusive interconnection responsibilities with respect to 911/E911 traffic are defined in Section 6.0 of the Agreement.

3.0 TECHNICAL SPECIFICATIONS

3.1 Telephone Exchange Service and Exchange Access. Neither Party shall employ Telephone Exchange Services provided by any party, or allow a third party to employ Telephone Exchange Services provided by that Party, in any manner to deprive the other Party of Exchange Access charges to which it is otherwise entitled.

3.2 Network Technology. Determination of traffic type for compensation purposes pursuant to this Agreement shall be made without regard to the type of technology or network used by either Party to switch or transport the call.

3.3 Rating. Each Party shall rate calls placed by its subscribers to subscribers of the other Party, according to the Rate Centers of the calling and called telephone numbers, in the same manner as it rates calls within its own network or between its own network and networks of other entities. Notwithstanding the above, nothing in the Agreement shall be construed to restrict either Party's abilities and discretion to establish, modify, market, sell or advertise its various calling plans or products.

3.4 SS7. Unless otherwise mutually agreed by the Parties, the Parties will exchange traffic pursuant to the Agreement using SS7 signaling. SS7 connectivity will be provided in accordance with prevailing industry standards. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including Integrated Services Digital Network User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages, to facilitate full interoperability of all CLASS features and functions between their respective networks. Where SS7 signaling is not available, in-band signaling shall be used in accordance with accepted industry standards.

3.4.1 Neither Party shall falsely substitute or generate ANI, CPN or other SS7 parameters on traffic exchanged pursuant to this Agreement. Upon determination that a Party has falsely substituted or generated such parameters on traffic exchanged pursuant to this Agreement, 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. In addition, the Parties acknowledge that a violation of this paragraph would cause the other Party to incur expenses to identify and correct the affected call records, and that such incidental expenses would be difficult to quantify; therefore, in lieu of recovery of such expenses, the offending Party shall pay the other Party liquidated damages of \$1.00 per affected call record.

3.5 Intercept Messages. Each Party shall provide voice recorded intercept announcements and/or distinctive tone signals to the calling Party (when appropriate) when traffic is directed to a number within one of its NPA-NXXs that has not been assigned to a customer.

3.6 Ordering Services. All purchases of Traffic Exchange Trunks pursuant to Section 2.2 of the Agreement shall be completed using the industry standard Access Service Request

(ASR) process as defined by the Ordering and Billing Forum (“OBF”). The Parties shall mutually determine procedures for establishing Access Toll Connecting Trunks (and the transport to carry such trunks) between CLEC switches and CTCO Tandems, pursuant to Section 2.3 and Section 5.0.

3.7 Traffic Forecasting. To facilitate network planning, upon written request, each Party shall provide the other Party with the forecast of traffic volume of traffic to be terminated on the network of the other Party by trunk group; provided, however, that the forecasts shall not be requested more often than once per Calendar Quarter. Each Party shall be responsible for engineering and maintaining, and/or ordering services used to deliver its traffic to the other Party. Each Party shall arrange such facilities and services in accordance with industry standards and in sufficient quantity to maintain a P.01 blocking rate for traffic delivered to the other Party, but in no event less than the level of quality to which such Party provides for such facilities to itself, a subsidiary, an affiliate, or any other telecommunications carrier.

3.8 Notification of Network Changes. Each Party shall notify the other Party in writing at least sixty (60) days in advance of a network change that will effect the routing of any traffic subject to the Agreement.

3.9 Trouble Reporting and Maintenance. Each Party shall provide the other Party with a telephone number that is readily accessible and available twenty-four (24) hours a day seven (7) days a week and trouble escalation procedures to be used to notify such Party in the event such Party’s facilities are in need of maintenance or repair. The notified Party shall perform all maintenance and testing as is reasonable and necessary to restore the facilities used by it to deliver traffic to the other Party. Before either Party reports a trouble condition to the other Party, the reporting Party must first use reasonable efforts to isolate the trouble to the other Parties’ network or facilities. Each Party shall provide the other Party with test line numbers and access to test lines, including a test line number that returns answer supervision in each of such Party’s NPA-NXXs. A Party shall notify the other Party if an equipment failure occurs that may affect the other Party’s network within thirty (30) minutes of such failure. A Party may temporarily disconnect the transport facilities connecting to the other Party’s network if those facilities are causing disruption in its own network without advance notice to the other Party, but such Party shall provide notice of the temporary disconnection within one (1) hour of such disconnection.

3.10 Cooperation of the Parties. The Parties shall cooperate in order to establish joint procedures as needed to implement the interconnection arrangements pursuant to the Agreement.

4.0 COMPENSATION ARRANGEMENTS

4.1 Local Traffic. The Parties agree and stipulate that: (i) Information Access Traffic constitutes at least 30% of Local Traffic terminated in at least one direction between the Parties, (ii) the Local Traffic compensation terms agreed to herein are contingent upon that minimum percentage of Information Access Traffic, and (iii) in the event traffic patterns change such that Information Access Traffic does not constitute at least 30% of Local Traffic terminated in at

least one direction between the Parties, the Parties will negotiate different Local Traffic compensation terms. Subject to these stipulations, the Parties shall compensate one another for Local Traffic terminated under this Agreement as follows:

4.1.1 Local Traffic Terminated via Direct Interconnection to an End Office Switch: No charges in either direction shall apply for Local Traffic terminated via Direct Interconnection to an End Office Switch pursuant to Sections 2.1 and 2.2 of the Agreement.

4.1.2 Local Traffic Terminated via Direct Interconnection to a CTCO Tandem Switch: CTCO shall be compensated for such traffic pursuant to CTCO's effective intrastate Switched Access tariff, as if such traffic was Switched Access Traffic, except that the Carrier Common Line (aka "Carrier Charge"), Local Switching and Information Surcharge elements shall be waived (i.e., only the Local Transport elements shall apply).

4.2 Transit Traffic. For all Transit Traffic delivered by CLEC to a CTCO Tandem Switch for delivery to a third party NPA-NXX homing from that Tandem, CLEC shall compensate CTCO pursuant to CTCO's effective Feature Group D service rates, pursuant to tariff, for the transport provided by CTCO between CLEC and the third party's network. CLEC shall be solely liable for any termination charges imposed by the third party to whom such traffic is ultimately terminated. CTCO shall not be liable for any charges related to Transit Traffic.

4.3 Switched Access Traffic. If a Party delivers Switched Access Traffic to the other Party over the trunk groups specified in Section 2.2, such traffic shall be subject to full Switched Access charges pursuant to the terminating Party's effective intrastate and interstate access tariffs.

4.4 Determination of Traffic Type. For Billing purposes, each Party shall pass CPN information on at least ninety percent (90%) of calls carried over the Traffic Exchange Trunks. If the Originating Party passes CPN on ninety percent (90%) or more of its calls, the Receiving Party shall determine traffic type by comparing the CPN to the called number and bill the Originating Party for Local Traffic, Transit Traffic, intrastate Switched Access or interstate Switched Access, as prescribed by this Agreement and the Receiving Party's applicable tariffs. Any remaining traffic (up to ten percent (10%) of calls without CPN information, the Receiving Party shall bill the Originating Party at rates in direct proportion to the minutes of use for calls passed with CPN information. To the extent a Party is unable to pass CPN on at least 90% of calls placed over the Traffic Exchange trunks, or a Party is unable to determine traffic type or bill based on CPN, the Parties shall exchange Percentage Local Usage (PLU) and Percentage Interstate Usage (PIU) factors, which shall be subject to revision and audit once each Calendar Quarter. Whenever PLU and PIU factors are revised, the new factors shall reflect the actual traffic patterns which occurred during the most recently completed calendar quarter.

4.5 Prorating of Charges. All applicable non-recurring and monthly recurring fixed charges applicable to any Traffic Exchange Trunk Group over which is routed multiple traffic types, shall be prorated consistent with the applicable tariffs and the actual or negotiated PLU and PIU factors associated with those facilities.

4.6 Payment. Each Party agrees to pay to the other Party all undisputed billed amounts within thirty (30) days of receipt of invoice. All undisputed billed amounts not paid within forty-five (45) days of the date of the invoice shall be past due and accrue late charges. Any undisputed past due amount will accrue late charges at the lesser of: (a) 1.5% per month, or (b) the maximum rate allowed under applicable law. A Party has sixty (60) days after receipt of an invoice to dispute, in writing, any charges. The Parties shall cooperate in a good faith effort to resolve any disputed amounts. If unable to achieve a mutually acceptable resolution, the Parties shall resort to dispute resolution under Section 12.5 of the Agreement.

4.7 Business Records and Bill Verification. Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct a review of the relevant data possessed by the other Party to assure compliance with the provisions of this Agreement. Either Party may request, in writing, that the other Party verify the accuracy of amounts shown on invoices provided pursuant to this Agreement and the Party receiving the request shall provide information with sufficient detail to verify its invoices within sixty (60) days of the receipt of the written request. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct reviews of the relevant information possessed by the other Party to give assurance of compliance with the provisions of this Agreement. Each Party's right to access information for verification review purposes is limited to data current within twelve (12) months. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide access to necessary and applicable information and systems at no charge to the reviewing Party during normal business hours at the reviewed Party's principal offices. No original books or records of the Party being reviewed may leave the premises of the Party being reviewed. 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. Reviews may be conducted at the request of either Party no more frequently than once per Calendar Year.

4.8 Taxes. The Parties agree that the Party collecting revenues shall be responsible for collecting, reporting and remitting any and all taxes associated therewith, provided that the tax liability shall remain with the Party upon whom it is originally imposed. All such taxes, if any, shall be separately stated on the invoice. To the extent that a resale exemption applies, the Party who owes the tax obligation shall furnish the other Party with a valid resale tax exemption certificate.

5.0 MEET-POINT BILLING ARRANGEMENTS

Meet-Point Billing Arrangements between the Parties for rating and billing of Meet-Point Billing Traffic carried over the Access Toll Connecting Trunks shall be as follows.

5.1 CLEC and CTCO will establish Meet-Point Billing Arrangements (MPB) in order to provide a common transport option to Switched Access Service customers via a CTCO Tandem Switch in accordance with the most current version of Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in

CTCO's applicable Tariffs. The arrangements described in this Section 5.0 are intended to be used to provide Switched Access Service where the transport component of the Switched Access Service is routed through a CTCO Tandem Switch.

5.2 In each LATA, the Parties shall establish MPB for the applicable CLEC Routing Point/CTCO Tandem combinations.

5.3 CTCO will use reasonable efforts, to maintain provisions in its state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect the MPBs established pursuant to this Agreement. Any tariff filing or submission fees pertaining to the MPBs established pursuant to this Agreement shall be reimbursed by CLEC.

5.4 Each Party shall implement the "Multiple Bill/Multiple Tariff" option, as outlined in the OBF MECAB Guidelines, in order to bill an IXC for the portion of the MPB provided by that Party.

5.5 The rates to be billed by each Party for the portion of the MPB provided by it shall be as set forth in that Party's applicable Tariffs or other document that contains the terms under which that Party's access services are offered. For each CLEC Routing Point/CTCO Tandem combination, the MPB billing percentages for transport between the CLEC Routing Point and the CTCO Tandem shall be calculated in accordance with the formula set forth in Section 5.14 of the Agreement.

5.6 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of the IXC, and identification of the Serving Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.

5.7 CTCO shall provide CLEC or its third party designee with the Switched Access Detail Usage Data (EMI category 1101XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.

5.8 All usage data to be provided pursuant to this Section 5.0 shall be sent to the following addresses:

To CTCO:
100 CTE Drive
Dallas, PA 18612-9774
Attn: _____

To Service Electric Telephone Company
4242 Mauch Chunk Rd
Coplay, PA
Attn: Pat Stewart

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to the Notice provisions of the Agreement.

5.9 CLEC and CTCO shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number

("OCN"), as appropriate, for the MPB arrangements described in this Section 5.0. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

5.10 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within thirty (30) calendar days of the receipt of the original data. The other Party shall attempt to correct the error and resubmit the data within ten (10) Business Days of the notification. In the event the errors cannot be corrected within such ten (10) Business-Day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

5.11 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per Calendar Year. All costs associated with each review and audit shall be borne by the requesting Party. A Party may conduct additional audits, at its expense, upon the other Party's written consent, which consent shall not be unreasonably withheld.

5.12 Except as expressly set forth in this Agreement, nothing contained in this Section 5.0 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.

5.13 MPB will apply for all traffic bearing Service Access Codes 500, 900, or 8YY, or any other Service Access Code which may be designated for use in the future subject to MPB.

5.14 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each CLEC Routing Point/CTCO Tandem combination shall be calculated according to the following formula:

$$\begin{aligned} a / (a + b) &= \text{CLEC Billing Percentage} \\ \text{and} \\ b / (a + b) &= \text{CTCO Billing Percentage} \end{aligned}$$

where:

- a = the airline mileage between CLEC Routing Point and the Meet-Point for the MPB arrangement.
- b = the airline mileage between the CTCO Tandem and the Meet-Point for the MPB arrangement.

5.15 CLEC shall inform CTCO of each MPB it wishes to establish, along with its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of CLEC's delivery of notice to CTCO, CTCO and CLEC shall confirm the Routing Point/CTCO Tandem combination and billing percentages.

5.16 For all MPB Traffic, each Party shall, pursuant to its applicable and effective intrastate and interstate access tariffs, be entitled to bill third party Switched Access Service customers the rate elements listed below, or comparable elements, to the extent the Party actually provides the corresponding facility, functionality or service:

<u>Rate Elements:</u>	<u>Billing Company:</u>
Carrier Common Line or Carrier Charge	CLEC
End Office Local Switching	CLEC
Information Surcharge	CLEC
Transport Interconnection Charge	CLEC
Database Query	Party that performs the query.
Entrance Facility	CTCO
Direct Trunked Facility	CTCO
Direct Trunked Termination	CTCO
Tandem Switching	CTCO
Tandem Switched Termination	Each Party may bill one (1) Tandem Switched Termination.
Tandem Switched Facility	CTCO and CLEC each bill mileages according to the MPB billing percentages as specified in 5.14.

Nothing in this Section 5.16 shall be construed so as to limit the right of either Party to bill other rate elements pursuant to that Party's effective tariffs, contracts or applicable law or regulation.

6.0 911/E911

The Parties affirm and acknowledge that each Party has independently arranged direct interconnection and administrative arrangements with the relevant 911/E911 Public Safety Answering Points (PSAPs) for the provision of 911/E911 to users of its respective Telephone Exchange Services. As such, the Parties do not require any interconnection or other arrangements between themselves for purposes of 911/E911.

7.0 LOCAL NUMBER PORTABILITY

7.1 Reciprocal Provision. The Parties shall provide Local Number Portability (LNP) to one another on a reciprocal basis within all Rate Centers in which both Parties provide Telephone Exchange Service.

7.2 Geographic Limitations. LNP shall only be provided within the geographic Rate Center associated with the ported number and shall not be provided across Rate Center boundaries, nor 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.

7.3 Permanent Number Portability. The Parties shall provide LNP via Permanent Number Portability (PNP). PNP shall be provided subject to all applicable technical standards, practices and procedures.

7.4 Ordering and Provisioning of LNP. Except as otherwise mutually agreed, the Parties shall order and provide LNP to one another pursuant to the industry-standard Local Service Request (LSR) format and procedures as defined by the Ordering and Billing Forum (OBF). Each Party shall disclose to the other Party any technical or capacity limitations that would prevent use of a requested INP implementation in a particular End Office Switch.

7.5 Cutover Process. The Parties shall cooperate in porting numbers from one carrier to the other so as to limit service outage for subscribers whose numbers are ported.

7.6 Testing. The Parties shall cooperate in testing ported telephone numbers to assure call completion.

8.0 WHITE PAGES DIRECTORY LISTINGS

CTCO will provide directory services to CLEC in accordance with the terms set forth herein.

8.1 Listing Information. As used herein, "Listing Information" means a CLEC customer's primary name, listed address, billing address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business customer, the primary business heading under which the business customer desires to be placed, and any other information CTCO deems necessary for the publication and delivery of directories.

8.2 Listing Information Supply. At the time of order entry, CLEC shall provide CTCO, in the industry standard Local Service Request (LSR) format published by the Ordering and Billing Forum (OBF), all Listing Information and the service address for each CLEC customer, except non-listed and non-published customers, whose service address location falls within the geographic area covered by the relevant CTCO directory. CLEC shall also provide to CTCO (a) information showing CLEC customers who have disconnected or terminated their service with CLEC; and (b) delivery information for each non-listed or non-published CLEC customer to enable CTCO to perform its directory distribution responsibilities. CTCO shall promptly provide to CLEC (normally within forty-eight (48) hours of receipt by CTCO, excluding non-Business Days) a query on any listing that is not acceptable.

8.3 Listing Inclusion and Distribution. CTCO shall include each CLEC customer's Primary Listing, including Primary Listings which are ported-out numbers of CTCO, in the appropriate alphabetical directory and, for business customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by CTCO in its sole discretion, and shall provide initial distribution of such directories to such CLEC customers in the same manner it provides initial distribution of such

directories to its own customers. “Primary Listing” means a customer’s primary name, listed address, and telephone number. Listings of CLEC’s customers shall be interfiled with listings of CTCO’s customers and the customers of other LECs included in the CTCO directories. CLEC shall pay CTCO’s tariffed charges for additional and foreign alphabetical listings and other alphabetical services (*e.g.*, caption arrangements) for CLEC’s customers.

8.4 Commonwealth Telephone Company Information. Upon request by CLEC, CTCO shall make available to CLEC the following information to the extent that CTCO provides such information to its own business offices: a directory list of relevant NXX codes, directory close dates and publishing data. CTCO also will make available to CLEC, upon written request, a copy of CTCO’s alphabetical listings standards and specifications manual.

8.5 Confidentiality of Listing Information. CTCO shall accord CLEC Listing Information the same level of confidentiality that CTCO accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should CTCO elect to do so, it may use or license CLEC Listing Information for directory publishing purposes only. CTCO shall not be obligated to compensate CLEC for CTCO’s use of licensing of CLEC Listing Information.

8.6 Accuracy. Both Parties shall use commercially reasonable efforts to ensure the accurate publication of CLEC customer listings. CTCO shall provide CLEC with a report of all CLEC customer listings no more than ninety (90) days and no less than forty-five (45) days prior to the service order close date for the applicable directory. CTCO shall process any corrections made by CLEC with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

8.7 Indemnification. CLEC shall adhere to all practices, standards, and ethical requirements established by CTCO with regard to listings. By providing CTCO with Listing Information, CLEC warrants to CTCO that CLEC has the right to provide such Listing Information to CTCO on behalf of its customers. CLEC shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. CLEC agrees to release, defend, hold harmless and indemnify CTCO from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of CTCO’s publication or dissemination of the Listing Information as provided by CLEC hereunder.

8.8 Liability. CTCO’s liability to CLEC in the event of a CTCO error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by CLEC for such listing or the amount by which CTCO would be liable to its own customer for such error or omission. CLEC agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its customers, to ensure that its and CTCO’s liability to CLEC’s customers in the event of a CTCO error in or omission of a listing shall be subject to the same limitations of liability applicable between CTCO and its own customers.

8.9 NXX Code Lists. CTCO shall include all CLEC NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for CTCO's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. CLEC's NXX codes shall appear in such lists in the same manner as CTCO's NXX information. CLEC shall be responsible for providing the necessary information to CTCO by the applicable close date for each affected directory.

8.10 CLEC Directories. If CLEC elects to publish its own directories during the term of the Agreement, it shall extend to CTCO the opportunity to include CTCO customer listings in the CLEC directories on the same terms as provided in sections 8.1 through 8.9 above, inclusive, for inclusion of CLEC customer listings in the CTCO directories.

8.11 Directory Publication. Nothing in this Agreement shall require either CTCO or CLEC to publish a directory where it would not otherwise do so.

8.12 Other Directory Services. CLEC acknowledges that if CLEC desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with the directory publishing company.

9.0 CONFIDENTIALITY

9.1 The Parties to this Agreement recognize that they, or their authorized representatives, may come into possession of confidential and/or proprietary data, in tangible or intangible form, about each other's business as a result of this Agreement (collectively "Confidential Information"), including, but not limited to, Customer Proprietary Network Information (as such term is defined in the Act), network architecture, calling patterns, call volumes, and other sensitive network and customer information. Each Party agrees to treat all such Confidential Information as confidential and to use such Confidential Information solely for the purpose of performing its obligations hereunder. Each Party agrees not to disclose the Confidential Information of the other Party using the same degree of care such Party uses for its own Confidential Information of similar importance (but in no event less than reasonable care). Each Party's obligations under this Section 9.0 shall survive expiration, cancellation or termination of this Agreement for a period of five (5) years. Confidential Information does not include information that (a) is or becomes in the public domain through no fault of the receiving Party, (b) is received by the receiving Party from a third party without any duty of confidentiality, or (c) is independently developed by the receiving Party without reference to the information disclosed by the disclosing Party.

9.2 Notwithstanding the forgoing, confidential information may be disclosed to any governmental agency or authority having jurisdiction provided that the confidential information is requested by subpoena or other agency order as a condition to such disclosure. The receiving Party shall provide the disclosing Party with immediate advance notice of any disclosure so required in order to permit the disclosing Party to take appropriate steps to prevent, limit or condition such disclosure.

9.3 Notwithstanding the above, all materials including, without limitation, documents, writings, designs, drawings and specifications furnished by any Party to this Agreement and which constitute confidential information hereunder shall remain the sole property of the originating Party and shall be returned or destroyed promptly at its request with all copies made thereof provided that the receiving Party may retain one copy for its files. The obligations of this Section 9.0 shall survive the return of confidential information pursuant to this paragraph.

9.4 The Parties individually and collectively agree that they shall not make any news release, public announcements, or denial or confirmation of same concerning all or any part of their discussions or negotiations with the other, or in any manner advertise or publish the fact that they have entered discussions or negotiations with one another or disclose any details connected with such discussions or negotiations to any third party without the prior written approval of the other Party.

9.5 The Parties agree that they will take all necessary and appropriate action to prevent the confidential information of the other from being disclosed to or acquired by unauthorized or third parties. If either Party, or any of their respective employees, agents or representatives, shall attempt to use or dispose of the confidential information of the other, or any of its aspects or components or any duplication or modification thereof, the aggrieved Party shall have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies are inadequate. Both Parties agree to take appropriate action with respect to their employees, agents and third parties to ensure that the foregoing obligations of non-use and non-disclosure of confidential information are fully satisfied.

10.0 TERM AND TERMINATION

10.1 Term. This Agreement shall become effective on the Effective Date and remain in full force and effect thereafter until either Party terminates this Agreement upon one hundred eighty (180) days prior written notice; provided, however, that neither Party may terminate this Agreement prior to thirty-six (36) months after the Effective Date hereof.

10.2 Termination. Either Party may terminate this Agreement for cause upon thirty (30) days prior written notice if (a) the other Party materially breaches this Agreement and fails to cure such breach 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.

10.3 Survival of Obligations. The terms and conditions contained herein that by their context are intended to survive (or to be performed after) the termination of this Agreement, shall survive the termination hereof. Unless otherwise mutually agreed to between the Parties, if this

Agreement is terminated for any reason and the Parties continue to terminate traffic for the other Party, then the terms and conditions contained herein shall continue to apply to such termination of traffic until a new arrangement is in place between the Parties; however, the Parties hereby agree that they shall not perform services as defined herein for a period of longer than six (6) months without negotiation and execution of a new agreement.

11.0 REGULATORY MATTERS

11.1 Interpretation and Construction. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines (hereinafter “Laws”) that subsequently may be prescribed by the FCC, Commission and federal and Pennsylvania state law. To the extent required by any such subsequently prescribed Law, the Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term and condition of this Agreement to bring them into compliance with such Law. The Parties enter into this Agreement without prejudice to any position they may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the rates to be charged for transport and termination of traffic or the types of arrangements prescribed by this Agreement.

11.2 Filing. If this Agreement must be filed with the Commission, CTCO shall be responsible for preparing the necessary filing documents and CLEC shall cooperate in the review and submission of such filing documents. CTCO shall file the filing documents with the Commission and the Parties shall share equally the filing and publication costs associated with such filing, provided the costs are reasonable. The Parties shall support the approval of this Agreement without material change.

11.3 Negotiated Rates. The Parties mutually acknowledge that the rates, terms, and conditions for transport and termination of Reciprocal Compensation Traffic, Information Access Traffic and Transit Traffic specified in Section 4.0, are voluntarily negotiated rates, pursuant to Section 252(a)(1) of the Act, and may differ from the rates that would be imposed by a regulatory agency under Section 252(d)(2) of the Act. Accordingly, a regulatory determination that CTCO’s costs of transport and termination are either higher or lower than the rates agreed to, shall not constitute an event requiring negotiation under Section 11.1 of the Agreement. Likewise, a Law requiring the use of a particular type of compensation arrangement or particular rates to be compensated for the transport and termination of traffic within the scope of this Agreement shall not constitute an event requiring negotiation under Section 11.1, unless the Law expressly requires changes to agreements entered into before the effective date of the Law. To the extent a Law expressly requires a change to a rate then the rate will be renegotiated.

11.4 References to Tariffs. All references in the Agreement to tariffs shall be interpreted as referring to the tariffs as in effect at the time a service is provided, including any amendments or revisions thereto filed after the effective date of the Agreement. Each Party reserves the right to file a protest or complaint against any tariff filing that it deems to be unreasonable or otherwise unlawful.

11.5 Rural Exemption. CLEC acknowledges that, at the time of execution of the Agreement, CTCO is a Rural Telephone Company, as defined in Section 3(37) of the Act, and, as such, is exempt from certain requirements of the Act pursuant to Section 251(f)(1) of the Act. CLEC and CTCO acknowledge and affirm that nothing in the Agreement shall be construed as altering CTCO's rural exemption pursuant to Section 251(f)(1).

12.0 LIMITATION OF LIABILITY AND INDEMNITY

12.1 Limitation of Liability and Actions. Neither Party assumes, by entering into this Agreement, any liability for any act or omission of the other Party or third parties in the furnishing of its services to its customers. Except for damages resulting from willful misconduct, the liability of each Party hereunder for damages arising out of, in connection with, or resulting from (a) a breach of this Agreement, or (b) mistakes, omissions, interruptions, or errors or defects occurring in the course of delivering traffic hereunder, shall in no event exceed the lesser of (y) a Party's direct damages (if any), or (z) five hundred dollars (\$500) per occurrence. This paragraph, however, does not limit a Party's obligation to pay for services provided pursuant to the Agreement. This paragraph does not apply to liabilities governed by Section 8.8.

12.2 Indemnification. In addition to the indemnification provided for in Section 8.7, each Party to this Agreement shall indemnify and hold harmless the other Party with respect to any third party claims, lawsuits, damages or court actions arising from service under this Agreement, to the extent that the indemnifying Party is liable or responsible for said third party claims, losses, damages, or court actions. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim, and, when known, the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include but is not limited to costs and attorneys fees. 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. 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.

12.3 Force Majeure. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public enemy, war, terrorist attacks, strikes or labor disruptions, hurricanes, tornadoes, storms, fires, explosions, power disruptions or failures, earthquakes, floods, or government regulation, not within the control of the non-performing Party (a "force majeure event"). If a force majeure event occurs, the non-performing Party shall promptly notify the other Party of its inability to perform. The other Party will also be excused from performance during the force majeure event to the extent that its obligations are reciprocal to or dependent 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 of the force majeure

event and shall immediately resume performance upon cessation of the force majeure event. Notwithstanding the provisions of this section, in no event shall a force majeure event excuse either Party from an obligation to pay undisputed money as required by this Agreement.

12.4 NO WARRANTIES OR CONSEQUENTIAL DAMAGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN SECTION 3.7 HEREOF, THE SERVICES PROVIDED HEREUNDER ARE PROVIDED “AS-IS” AND NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, AND THE PARTIES HEREBY WAIVE ANY CLAIMS THEY MAY HAVE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR OCCURRING AS A RESULT OF A BREACH OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE WHETHER ACTIVE OR PASSIVE) AND REGARDLESS OF WHETHER THE PARTIES KNEW OF, OR SUSPECTED, THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

12.5 Dispute Resolution Process. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiations between the Parties. Either Party may submit written notice of a dispute to the other Party containing a detailed description of the dispute or alleged non-performance. Each Party will appoint a representative to negotiate in good faith and resolve any such dispute. If the Parties are unable to resolve the dispute within forty-five (45) days from the date of the initiating Party’s written notice, either Party may pursue any remedies available to it under this Agreement, at law or in equity, including but not limited to, instituting an appropriate proceeding before the Pennsylvania Public Utility Commission, the FCC, or a court of competent jurisdiction. The Parties shall continue providing service and fulfilling their obligations (including the making of payments) under this Agreement during the dispute resolution process.

13.0 MISCELLANEOUS

13.1 Notices. Any notice to a Party required or permitted under this Agreement shall be provided in writing and shall be delivered to the other Party as follows:

To CTCO:
Commonwealth Telephone Company
100 CTE Drive
Dallas, PA 18612
Attn: Carrier Relations Manager
Facsimile: (570) 631-8017

To CLEC:
Service Electric Telephone Company
4242 Mauch Chunk Road
Coplay, PA 18037
Attn: Tim Hausman
Facsimile:

With a Copy to:
Commonwealth Telephone Company
100 CTE Drive
Dallas, PA 18612
Attn: General Counsel
Facsimile: (570) 631-8000

With a Copy to:
ICORE, Inc.
326 South 2nd Street
Emmaus, PA 18049
Attn: Gary Zingaretti
Facsimile: (610) 928-5036

Notice may be provided by: (a) certified mail, return receipt requested; (b) facsimile; (c) courier, overnight delivery; or (d) hand. Notice shall be effective upon receipt with the sending party having the burden of proving receipt. Each Party shall promptly inform the other Party of any change in notice address or delivery information.

13.2 Assignment. A Party may not assign this Agreement without the prior written consent of the other Party; provided, however, that a Party may with written notice assign this Agreement, or any portion thereof, without consent of the other Party to any entity which controls, is controlled by or is under common control with the assigning Party or where all or substantially all of the assets of the Party are being acquired by a third party. Any permitted assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement. Any assignment in contravention of this Section shall be void *ab initio*. Any assignment permitted hereunder shall be binding upon and shall inure to the benefit of, a Party's successors and assigns.

13.3 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflicts of laws provisions. Notwithstanding the foregoing, the Parties may seek resolution of disputes under this Agreement by the FCC, the Commission, or Pennsylvania state court or federal court, as appropriate. No cause of action, regardless of form, arising out of the subject matter of this agreement may be brought by either party more than two (2) years after the cause of action has accrued. The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

13.4 Headings. The section titles and headings in this Agreement are inserted for the convenience of the Parties and shall not be considered in the interpretation of this Agreement.

13.5 Publicity. A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, without such Party's prior written approval, which approval may be withheld in a Party's sole and absolute discretion.

13.6 Relationship of the Parties and Third Party Beneficiaries. This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish, any agency, employment, partnership, joint venture or other relationship between the Parties, it being agreed and understood that the parties are and remain independent parties. A Party shall not have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business. This Agreement is for the benefit of the Parties hereto and no third party.

13.7 Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter herein. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment or modification. Waiver by either Party of any default by the other Party shall not be deemed a waiver by such Party of any other default. If any provision or any part of a provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement or provision, but rather the entire Agreement or provision shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly; provided that, if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of the Agreement, the Parties shall promptly renegotiate in good faith and amend this Agreement in writing in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

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

13.9 Assurance of Payment. Upon request by CTCO in CTCO's sole discretion, CLEC shall provide to CTCO adequate assurance of payment of amounts due (or to become due) to CTCO hereunder. At CTCO's option, this assurance of payment shall consist of (a) a cash security deposit in U.S. dollars held by CTCO, or (b) an unconditional, irrevocable standby letter of credit naming CTCO as the beneficiary thereof and otherwise in form and substance satisfactory to CTCO from a financial institution acceptable to CTCO. The cash security deposit or letter of credit shall be in the amount equal to two (2) months anticipated charges (including, but not limited to, recurring and non-recurring charges), as reasonably determined by CTCO, for the services to be provided by CTCO to CLEC in connection with this Agreement. CTCO may request an increase in the amount of security if it reasonably determines that a previous estimate of CLEC's anticipated charges is no longer valid. Once CTCO makes a request for assurance of payment, then CTCO shall have no obligation to perform under this Agreement until such time as CLEC has provided CTCO with such assurance of payment. CTCO may, but is not obligated

to, draw on the credit or cash deposit upon notice to CLEC in respect to any amounts to be paid by CLEC pursuant to this Agreement that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement. If CTCO draws on the credit or cash deposit, CLEC shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of this Section 13.9 upon CTCO's request.

13.10 CLEC Certification. Notwithstanding any other provision of this Agreement, CTCO shall have no obligation to perform under this Agreement until such time as CLEC has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in Pennsylvania. CLEC shall not place any orders under this Agreement until it has obtained such authorization. CLEC shall provide proof of such authorization to CTCO upon request.

13.11 Default. If either Party ("Defaulting Party") fails to make an undisputed payment required by this Agreement or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice of such breach or failure is provided by the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any and all services hereunder, or (b) cancel this Agreement and terminate the provision of service hereunder.

13.12 Discontinuance of Service by CLEC. In the event that CLEC discontinues or proposes to discontinue its provision of service to all or substantially all of its customers for any reason, CLEC shall send written notice of such discontinuance to CTCO at least ninety (90) days prior to such discontinuance. Should a CLEC customer subsequently become a CTCO customer due to such CLEC discontinuance of service, CLEC shall provide CTCO with all information necessary for CTCO to establish service for the CLEC customer.

13.13 Insurance. During the term of this Agreement, CLEC shall maintain all insurance and/or bonds required to satisfy its obligations under this Agreement and all insurance and/or bonds required by Applicable Law. CLEC must provide adequate proof of such insurance to CTCO upon request. CTCO shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance specified in this Section 13.13.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives. This Agreement can be executed in separate parts, which together will constitute a single integrated Agreement.

SERVICE ELECTRIC TELEPHONE
COMPANY

COMMONWEALTH TELEPHONE
COMPANY

By: _____

By: _____

Name: William D. George II

Name: James Samaha

Title: President

Title: Sr. VP and General Manager

Date: April 19, 2004

Date: April 29, 2004