

AGREEMENT

by and between

MCImetro ACCESS TRANSMISSION SERVICES, LLC

and

NORTH PITTSBURGH TELEPHONE COMPANY

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PREFACE

This Agreement (“Agreement”) shall be deemed effective upon approval by the Commission (the “Effective Date”), between MCImetro Access Transmission Services, LLC (“MCIIm”), a limited liability company, organized under the laws of the State of Delaware, with offices at 22001 Loudoun County Parkway, Ashburn, Virginia 20147, and North Pittsburgh Telephone Company (“NPTC”), a corporation organized under the laws of the Commonwealth of Pennsylvania with offices at 4008 Gibsonia Road, Gibsonia, Pennsylvania 15044 (NPTC and MCIIm may be referred to hereinafter, each, individually as a “Party,” and, collectively, as the “Parties”).

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other’s network and place calls that terminate on the other’s network, and for MCIIm’s use in the provision of exchange access (“Local Interconnection”); and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the “Act”), the Rules and Regulations of the Federal Communications Commission (“FCC”), and the orders, rules and regulations of the Commission; and

WHEREAS, the Parties wish to interconnect their local exchange networks pursuant to Section 251 of the “Act”; and

WHEREAS, the parties wish to replace any and all other prior agreements, written and oral, applicable to the state of Pennsylvania.

Now, therefore, in consideration of the terms and conditions contained herein, MCIIm and NPTC hereby mutually agree as follows:

PART A
GLOSSARY OF TERMS

1. General Rule

Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in this Agreement, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in this Agreement, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of this Agreement may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.

Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.

The words “shall” and “will” are used interchangeably throughout this Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

- 2.1 “Access Services” refers to interstate and intrastate switched access and private line transport services.
- 2.2 “Act” means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended from time to time (including, but not limited to, by the Telecommunications Act of 1996).
- 2.3 “Affiliate” shall have the meaning set forth in the Act.
- 2.4 “Agent” shall include an agent or servant.
- 2.5 “Agreement” means this Agreement, as defined in Part B, Section 1 of the General Terms and Conditions.
- 2.6 “Ancillary Traffic” means all traffic that is destined to provide Services ancillary to Telecommunications Services, or that may have special routing or billing requirements, including but not limited to the following: 911/E911, Operator Services, Directory Assistance, IntraLATA third party, collect and calling card database query and Service, 800/888 database query and Service, CNAM, LIDB, and voice information Service.

- 2.7 “Applicable Law” means all effective laws, administrative rules and regulations, and any court orders, rulings and decisions from courts of competent jurisdiction, applicable to each Party’s performance of its obligations under this Agreement.
- 2.8 “Augment” refers to a modification (increase/addition or decrease/reduction) to an existing collocation arrangement. Examples include changes to the space, cage, power, cross-connect cabling, conduit, vault, riser, or cabling associated with the collocation arrangement.
- 2.9 “Business Day” means Monday through Friday, except for NPTC holidays.
- 2.10 “Calendar Quarter” means January through March, April through June, July through September, or October through December
- 2.11 “Calendar Year” means January through December.
- 2.12 “Calling Party Number” or “CPN” means a CCS parameter that identifies the calling party's telephone number.
- 2.13 “Carrier Access Billing System (“CABS”)” is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. NPTC’s carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 2.14 “Common Channel Signaling” or “CCS” refers to a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. The CCS currently used by the Parties is SS7.
- 2.15 “Central Office” or “CO” refers to a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes (“NXXs”). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.
- 2.16 “Central Office Switch” refers to a switch used to provide Telecommunications Services, including, but not limited to, End Office and Tandem Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

- 2.17 “Claim” refers to any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorneys’ fees).
- 2.18 “Commission” shall mean the Pennsylvania Public Utility Commission.
- 2.19 “Common Channel Signaling” or “CCS” refers to a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. The CCS currently used by the Parties is SS7.
- 2.20 “Common Language Location Identifier” or “CLLI Code” refers to a code developed by Telcordia Technologies as a method of identifying physical locations and equipment such as buildings, Central Offices, poles and antennas. There are three (3) basic formats for CLLI Codes: network entity, network support site, and customer site.
- 2.21 “Competitive Local Exchange Carrier” or “CLEC” refers to any Local Exchange Carrier providing Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier (“ILEC”). MCI is a CLEC.
- 2.22 “Control Office” is an exchange carrier center or office designated as the Party’s single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- 2.23 “Customer” means a third party residential or business user of Telephone Exchange Services provided by either of the Parties.
- 2.24 “Customer Proprietary Network Information” or “CPNI” is as defined in the Act.
- 2.25 “Day” means calendar days unless otherwise specified.
- 2.26 “End Office Switch” or “End Office” means a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.
- 2.27 “Enhanced Services” shall mean services offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the Customer’s transmitted information; provide the Customer with additional, different, or restructured information; or involve Customer interaction with stored information. Enhanced services are not regulated under Title II of the Act.

- 2.28 “Enhanced Service Provider” or “ESP” shall mean a provider of Enhanced Services.
- 2.29 “Entrance Facility” shall mean the facilities between a Party's designated premises and the Central Office serving that designated premises.
- 2.30 “Exchange Access” shall have the meaning set forth in the Act.
- 2.31 “Extended Local Calling Scope Arrangement” shall refer to an arrangement that provides a Customer a local calling scope (Extended Area Service or EAS) outside of the Customer’s basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. Optional Extended Local Calling Scope Arrangement Traffic is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer’s basic exchange serving area but is billed as local traffic.
- 2.32 “FCC” shall mean the Federal Communications Commission.
- 2.33 “Incumbent Local Exchange Carrier” or “ILEC” shall have the meaning stated in the Act.
- 2.34 “Indirect Traffic” means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 2.35 “Interexchange Carrier” or “IXC” means a Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.
- 2.36 “Internet” means the collective international network of interoperable public, private, managed and non-managed computer and Telecommunications facilities, including both hardware and software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/Internet Protocol (TCP/IP), or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wireline or wireless connections.
- 2.37 “Internet Protocol” or “IP” refers to a standard networking protocol that provides information transmission across interconnected networks, between computers with diverse hardware architectures and various operating systems, and keeps track of Internet addresses for different nodes, routes outgoing information and recognizes incoming information.
- 2.38 “Internet Service Provider” or “ISP” is a vendor who provides access for customers (companies and private individuals) to the Internet and the World Wide Web for Telecommunication Services or other means, but does not

include a common carrier to the extent that it only provides common carrier services.

- 2.39 “Internet Traffic” or “ISP Bound Traffic” means local IntraLATA Traffic originated by a Customer of one Party and delivered to the other Party for transport and termination to an ISP.
- 2.40 “IntraLATA Traffic” means telecommunications that originate and terminate within the same LATA as determined by originating and terminating NPA/NXX.
- 2.41 “Interconnection Point” or “IP” means the location where the Parties exchange Telecommunications and Information Services traffic with each other.
- 2.42 “ISP-Bound Traffic,” for the purposes of this Agreement, is traffic that is transmitted to an Internet Service Provider (ISP) at any point during the duration of the transmission between the Parties.
- 2.43 “Local Access and Transport Area” or “LATA” shall have the meaning set forth in the Act.
- 2.44 “Local Exchange Carrier” or “LEC” shall have the meaning set forth in the Act.
- 2.45 “Local Exchange Routing Guide” or “LERG” shall mean a Telcordia Technologies reference containing NPA/NXX routing and homing information.
- 2.46 “Local Number Portability (“LNP”)” means the ability of customers of Telecommunications Services to retain, within the same geographic Rate Center Area identified by the LEC as being associated with the Customer's NPA-NXX code, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 2.47 “Local Service Request (“LSR”)” means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 2.48 “Local Traffic” for the purposes of this Agreement the Parties shall agree that “Local Traffic” means traffic (excluding CMRS traffic) that is originated and terminated within NPTC’s local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing NPTC tariffs. For this purpose, Local Traffic does not include any ISP-Bound Traffic.
- 2.49 “Line Information Data Base” or “LIDB” refers to databases which provide, among other things, calling card validation functionality for telephone line

number cards issued by NPTC and other entities and validation data for collect and third number-billed calls(e.g., data for billed number screening).

- 2.50 “North American Numbering Plan” (“NANP”) means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 2.51 “Numbering Plan Area (“NPA”)” (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, “Geographic NPAs” and “Non-Geographic NPAs.” A “Geographic NPA” is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A “Non-Geographic NPA,” also known as a “Service Access Code (SAC Code)” is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 2.52 “NXX,” “NXX Code,” “NNX,” “COC,” “Central Office Code,” or “CO Code” is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.
- 2.53 “OBF” means the Ordering and Billing Forum, which functions under the auspices of the CLC of the Alliance for Telecommunications Industry Solutions (ATIS).
- 2.54 “Parties” means, jointly, NPTC and MCIIm Access Transmission Services L.L.C. and no other entity, affiliate, subsidiary or assign.
- 2.55 Party” means either NPTC or MCIIm Access Transmission Services L.L.C. and no other entity, affiliate, subsidiary or assign.
- 2.56 “Percent Local Usage (“PLU”)” is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 2.57 “Proprietary Information” shall have the same meaning as Confidential Information.
- 2.58 “Providing Party” means a Party offering or providing a Service to the other Party under this Agreement.
- 2.59 “Purchasing Party” means a Party requesting or receiving a Service from the other Party under this Agreement.

- 2.60 “Rate Center Area” refers to the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.
- 2.61 “Rate Center Point” refers to a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point Of Interconnection."
- 2.62 “Reciprocal Compensation” means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party’s network and terminating on the other Party’s network.
- 2.63 “Reciprocal Compensation Traffic” means telecommunications traffic originated by a Customer of one Party on that Party’s network and terminated to a Customer of the other Party on that other Party’s network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access. The determination of whether Telecommunications traffic is Exchange Access shall be based upon the tariff of the incumbent LEC that serves the geographic area in which the originating Rate Center Area is located. Reciprocal Compensation Traffic may include some Traffic based on the applicable rate centers of the originating and terminating Customers. Reciprocal Compensation Traffic does not include: (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same local calling area as defined by this Agreement, and as determined by the originating and terminating NPA/NXX; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; or, (5) Tandem Transit Traffic. Reciprocal Compensation Traffic does not include traffic either originated from or terminated to a Party's Customer, where the Customer location is physically located outside of the geographic area that has been identified by the LEC as the Rate Center Area associated with a particular NPA-NXX. For the purposes of this definition, a local calling area includes a non-optional Extended Local Calling Scope Arrangement, but does not include an optional Extended Local Calling Scope Arrangement.
- 2.64 “Routing Point” refers to a specific geographic point identified by a specific V&H coordinate. 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 the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

- 2.65 “Service” means any Interconnection arrangement, Telecommunications Service, or other service, facility or arrangement, offered by a Party under this Agreement.
- 2.66 “Signaling System 7” or “SS7” refers to the common channel out-of-band signaling protocol (CCS) developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). NPTC and MCI currently utilize this out-of-band signaling protocol.
- 2.67 “Subsidiary” means a corporation or other person that is controlled by a Party, controls a Party, or is under common control with a Party.
- 2.68 “Switched Exchange Access Service” means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.
- 2.69 “Synchronous Optical Network (“SONET”) is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHPs (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).
- 2.70 “Tandem Switch” means 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 between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.
- 2.71 “Tandem Transit Traffic” or “Transit Traffic” includes Telephone Exchange Service traffic that originates on one Party’s network, and is transported through the other Party’s tandem switch to a third-party’s network, including, but not limited to, a CLEC, Commercial Mobile Radio Service (“CMRS”) carrier, or other LEC, that subtends the relevant other Party’s tandem switch to which the originating Party delivers such traffic. Tandem Transit Traffic also includes Telephone Exchange Service traffic that originates on third party networks that subtend one Party’s Tandem switch, and is transported through such Party’s tandem switch to the other Party’s network, including, but not limited to, a CLEC, Commercial Mobile Radio Service (“CMRS”) carrier, or other LEC, that subtends the relevant Tandem switch. Switched Exchange Access Service traffic is not Tandem Transit Traffic.

- 2.72 “Tandem Transit Trunks” means those trunks as referenced in Section 2 of the Interconnection Attachment.
- 2.73 “Tariff” means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 2.74 “Telcordia Technologies” refers to Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).
- 2.75 “Telecommunications” is as defined in the Act.
- 2.76 “Telecommunications Carrier” shall have the meaning set forth in the Act.
- 2.77 “Telecommunications Services” shall have the meaning set forth in the Act.
- 2.78 “Telephone or Local Exchange Service” shall have the meaning set forth in the Act.
- 2.79 “Toll Traffic” is traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party, on that other Party’s network and is not Reciprocal Compensation Traffic, Internet Traffic, or Ancillary Traffic. Toll Traffic may be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic”, depending on whether the originating and terminating points are within the same LATA. Toll Traffic may be Interstate Toll Traffic or Intrastate Toll Traffic depending on whether the originating and terminating points are within the same state.
- 2.80 “Toxic or Hazardous Substance” means any substance designated or defined as toxic or hazardous under any “Environmental Law” or that poses a risk to human health or safety, or the environment, and products and materials containing such substance. “Environmental Laws” means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.
- 2.81 “Transit Service” means the delivery of Transit Traffic.
- 2.82 “Transit Traffic” means Local Traffic or ISP-Bound Traffic that originated on one Party’s network, transited through the other Party’s network, and terminated to a third party Telecommunications Carrier’s network or that is

originated on a third party Telecommunications Carrier's network, transited through a Party's network, and terminated to the other Party's network.

- 2.83 "Wire Center" means a building or portion thereof which serves as the premises for one or more Central Office Switches and related facilities.

PART B

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act and other applicable laws, NPTC and MCI hereby agree as follows:

1. Scope of this Agreement

- 1.1 This Agreement includes: (a) the Principal Document, including Attachments A through C; and (b) an Order by a Party that has been accepted by the other Party. This Agreement specifies the rights and obligations of each party with respect to the establishment of Local Interconnection within the Pittsburgh LATA. Certain terms used in this Agreement shall have the meanings defined in the Glossary of Terms, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the General Terms and Conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.
- 1.2 Except as otherwise expressly provided in the Agreement, any conflict between the provisions in the Agreement and any attachments, exhibits and documents attached to it or referenced within shall be resolved in favor of the attachment, exhibit or document. The fact that a provision appears in the Agreement but not in a document outside of this Agreement, or in a document outside of this Agreement but not in the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section.
- 1.3 Except as otherwise provisioned in the Agreement, the Agreement may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

- 1.4 In connection with this Agreement, a Party may purchase services from the other Party pursuant to that other Party's Tariff. In such instances, the rates, terms, and conditions of the other Party's Tariff shall apply.

2. Network changes

2.1 NPTC shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations. NPTC agrees to cooperate with MCI and/or the appropriate regulatory body in any transition resulting from such network changes and upgrades to minimize the impact to customers, which may result from such discontinuance of service.

3. Regulatory Approvals

3.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. NPTC and MCI shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

3.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the orders, rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. Nothing in this Agreement shall be deemed or construed to prohibit NPTC from charging rates to MCI under this Agreement if such rates are approved by the Commission..

4. Term and Termination

4.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect for a period of 1 year (12) months after the Effective Date of this Agreement (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

4.2 Either MCI or NPTC may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial

Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

4.3 In the event of such termination, those service arrangements made available under this agreement and existing at the time of termination shall continue without interruption under (a) a new agreement executed by the Parties, (b) tariff terms and conditions of the Parties, or if neither of the above is available, under the terms of this Agreement on a month-to-month basis until such time as (a) or (b) becomes available.

4.4 If either MCI or NPTC provides notice of termination pursuant to Section 4 and by 11:59 PM Eastern Time on the proposed date of termination neither MCI nor NPTC has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate, and (b) the Services being provided under this Agreement at the time of termination will be terminated in accordance with the requirements of the Commission and Applicable Law.

5. Attachments

The following Attachments are a part of this Agreement:

Additional Services Attachment

Interconnection Attachment

Pricing Attachment

6. Applicable Law

6.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the Commonwealth of Pennsylvania, including but not limited to the Act, the rules, regulations and orders of the FCC and the Commission, and any orders and decisions of a court of competent jurisdiction (“Applicable Law”). All disputes relating to this Agreement shall be resolved through the application of such laws.

6.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

6.3 Neither Party shall be liable for any delay or failure in performance caused or required by Applicable Law, or the acts or failures to act of any governmental entity or official to the extent such acts or failures to act were not caused or solicited by either Party and/or comply with Applicable Law.

6.4 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; 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 this Agreement,

the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

6.5 If any final and unstayed legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

6.6 Notwithstanding anything in this Agreement to the contrary, if, as a result of any final and unstayed legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, NPTC is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to MCIIm hereunder, then NPTC may discontinue the provision of any such Service, payment or benefit, to the extent permitted by Applicable Law. NPTC will provide ninety (90) days prior written notice to MCIIm of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply. Prior to any discontinuance of service NPTC and MCIIm will seek to amend this Agreement.

7. Assignment

7.1 Except as provided below, any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, and the assigning Party shall remain responsible for all obligations hereunder.

7.2 Either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, an Affiliate of that Party without consent, but with written notification made no later than thirty (30) days prior to the assignment's effective date.

7.3 The effectiveness of any assignment shall be expressly conditioned upon the assignee's written assumption of all rights, obligations, and duties of the assigning Party. Assignee's written assumption shall be made and delivered to the non-assigning Party no later than thirty (30) days prior to the assignment's effective date. Unless prior written consent is obtained, where necessary, and assignee expressly assumes all rights, obligations, and duties of the assigning Party hereunder as provided herein, the assigning Party shall remain responsible for all rights, obligations, and duties under this Agreement.

8. Assurance of Performance

8.1 When reasonable grounds for insecurity arise with respect to the performance of either Party, the other Party may in writing demand adequate assurance of due performance.

8.2 The reasonableness of grounds for insecurity and the adequacy of any assurance offered shall be determined according to Telecommunications industry standards. Reasonable grounds for insecurity include, but are not limited to: (a) the failure of a Party to demonstrate that it is creditworthy, (b) the failure of a Party to timely pay a bill or perform a service or obligation as required by this Agreement, or (c) a Party admits its inability to pay debts as such debts become due, commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, or winding-up, made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

8.3 Unless otherwise agreed by the Parties, after receipt of a justified demand, a Party shall have thirty (30) days to provide assurance of due performance as is adequate under the circumstances of the particular case.

8.4 To the extent that a cash deposit may be required, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

8.5 A Party shall pay interest on a cash deposit required under this Section at a rate equal to 1% over the prime commercial rate on loans charged by the secured Party.

8.6 To the extent that a letter of credit or cash deposit is required under this Section, a Party may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon thirty (30) days written notice to the other Party in respect of any amounts to be paid by such Party hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

8.7 If a Party draws on the letter of credit or cash deposit, the other Party shall provide a replacement or supplemental letter of credit or cash deposit in accordance with the requirements of this Section.

8.8 Notwithstanding anything else set forth in this Agreement, if a Party makes a request for assurance of performance in accordance with the terms of this Section, and the other Party fails to provide adequate assurance of due performance in accordance with the terms of this Section, the failure of which will substantially impair the value of the Agreement to the other Party, then the aggrieved Party may suspend its own performance under the Agreement until such time as the other Party provides such assurance of performance.

8.9 The fact that assurance of performance is requested by a Party hereunder shall in no way relieve the other Party from compliance with the requirements of this Agreement, nor constitute a waiver or modification of any terms of this Agreement.

9. Audits

9.1 Except as may be otherwise specifically provided in this Agreement, either Party (“Auditing Party”) may audit the other Party’s (“Audited Party”) records for the purpose of evaluating the accuracy of the Audited Party’s bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if an immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000.

9.2 The audit shall be performed by independent auditors selected and paid by the Auditing Party. The independent auditors must be accepted in writing by the Audited Party, which acceptance shall not be unreasonably withheld, conditioned or delayed. Prior to commencing the audit, the auditors shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the auditors. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

9.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all records reasonably necessary to assess the accuracy of the Audited Party’s bills.

9.4 Audits shall be performed at the Auditing Party’s expense, provided that there shall be no charge for reasonable access to the Audited Party’s records in the format in which such records are stored by the Audited Party necessary to assess the accuracy of the Audited Party’s bills, unless the auditors discover previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000, in which case the Audited Party shall pay for the audit.

10. Authorization

10.1 NPTC represents that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

10.2 MCIIm represents that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

10.3 MCIIm Certification.

Notwithstanding any other provision of this Agreement, MCIIm shall not place any orders under this Agreement until it has obtained such authorization as may be required by Applicable Law, and only if such authorization is maintained. MCIIm shall provide proof of such authorization to NPTC upon request.

11. Billing and Payment; Disputed Amounts

11.1 Except as otherwise provided in this Agreement, each Party shall bill the other Party on a monthly basis in an itemized form, and provide it with appropriate usage data to facilitate customer billing. The Parties shall also exchange any billing information requested to process claims and adjustments as between themselves and on behalf of their Customers.

11.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within (the "Due Date") thirty (30) calendar days of the invoice date. If a Party does not receive a bill at least twenty (20) days prior to the thirty (30) day payment Due Date, then the bill shall be considered delayed. When the bill has been delayed, the billed Party may request an extension of the payment Due Date, by the number of days the bill was delayed. Such requests for a delay of the payment Due Date must be accompanied with proof of late bill receipt.

11.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid; provided, however, if the billed party fails to provide a notice of dispute within one hundred-eighty (180) days of the invoice date for the amount in question, then the billed party shall be deemed to have waived any disputes as to those amounts.. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to Dispute Resolution under the terms of this Agreement.

11.4 Undisputed charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

11.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

11.6 All usage data and invoices to be provided pursuant to this Agreement shall be sent to the following addresses:

To NPTC:

North Pittsburgh Telephone Company
Attn: CABS Supervisor
4008 Gibsonia Road
Gibsonia, PA 15044

To MCI:

MCI Telco Cost Management
Attn: Reciprocal Compensation
205 North Michigan Avenue
Suite, 1100
Chicago, IL 60601

12. Confidentiality

12.1 As used in this Section 12 “Confidential Information” means the following information that is disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) in connection with, or anticipation of, this Agreement:

- i. Books, records, documents and other information disclosed in an audit pursuant to Section 9;
- ii. Any forecasting information provided pursuant to this Agreement;
- iii. Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or, (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
- iv. Information related to specific facilities or equipment (including, but not limited to, cable and pair information);
- v. Any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as “Confidential” or “Proprietary;” and
- vi. Any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be “Confidential or “Proprietary”.

12.2 Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information.

12.3 Except as otherwise provided in this Agreement, the Receiving Party shall:

i. Use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and,

ii. Using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section.

12.4 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for any Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement.

12.5 Unless otherwise agreed, the obligations of this Section do not apply to information that:

i. Was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;

ii. Is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;

iii. Is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;

- iv. Is independently developed by the Receiving Party;
- v. Is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
- vi. Is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall make commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

12.6 Notwithstanding the provisions of this Section of the Agreement, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

12.7 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

12.8 The provisions of this Section shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use or protection of the confidentiality of CPNI provided by Applicable Law.

12.9 Each Party's obligations under this Section shall survive the expiration, cancellation or termination of this Agreement.

13. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14. Default

14.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory

bodies with written notice at least twenty five (25) days' (which shall not begin to run until after the 60 day period) prior to terminating service.

14.2 Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the twenty five (25) day period, the other Party will not terminate service or this Agreement but shall be entitled to recover all costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of service. For purposes of this Section, the terms 'default,' 'violate,' and 'violation,' in all of their forms, shall mean 'materially default,' 'material default,' 'materially violate,' or 'material violation,' as appropriate.

15. Discontinuance of Service by MCI

If MCI proposes to discontinue, or actually discontinues, its provision of service to Customers in the NPTC service area, MCI shall provide notice of such discontinuance as required by Applicable Law.

16. Dispute Resolution

16.1 The Parties shall attempt to resolve any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who has authority to resolve the dispute and will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) Business Days to designate its own such representative in the negotiation. The Parties' representatives shall attempt to reach a good faith resolution of the dispute within thirty (30) days after the date of the initiating Party's written notice of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

16.2 If the Parties are unable to resolve the dispute within thirty (30) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

17. Force Majeure

17.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns,

picketing or boycotts), acts of God, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected.

17.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

17.3 Notwithstanding the provisions of Sections 17.1 and 17.2, although a Force Majeure event could result in delay of a payment obligation, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

17.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

18. Forecasts

In addition to any other forecasts required by this Agreement, upon request by NPTC, MCIIm shall provide to NPTC forecasts regarding the Services that MCIIm expects to purchase from NPTC, including, but not limited to, forecasts regarding the types and volumes of Services that MCIIm expects to purchase and the locations where such Services will be purchased. Such forecasts are proprietary and confidential under the terms of this Agreement, and distribution of the forecasts or information based on such forecasts shall be limited to those persons at NPTC who need to know such information in order to adequately provision the types and volumes of Services that MCIIm expects to purchase at the locations where such Services will be purchased. NPTC shall exercise commercially reasonable best efforts to adequately provision the types and volumes of Services forecast by MCIIm.

19. Fraud

Neither party shall bear responsibility for, nor have any obligation to investigate or make adjustments to the other Party's account in cases of, fraud by the other Party's Customers or other third parties. Provided, however, that both Parties shall cooperate to discover and prevent fraud by each Party's Customers or other third parties.

20. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a

Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

21. Headings

The headings used in the Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

22. Indemnification

22.1 For the Services provided under this Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its Affiliates and their respective directors, officers and employees ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property, to the extent such injury, death, damage, destruction or loss, was caused by the gross negligence or intentionally wrongful acts or omissions of the Indemnifying Party, its Affiliates, or their respective directors, officers, employees, Agents or contractors (excluding the Indemnified Party).

22.2 An Indemnifying Party's obligations under this Section shall be conditioned upon the following:

i. The Indemnified Party: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Party related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to the Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of the Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense.

ii. If the Indemnified Party fails to comply with the requirements of this Section with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

iii. The Indemnifying Party shall have the authority to defend and settle any Claim subject to the conditions set forth below.

a. With respect to any Claim, the Indemnified Party shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that

could affect the rights of the Indemnified Party. In so participating, the Indemnified Person shall be entitled to employ separate counsel for such purposes at its own expense. The Indemnified Party shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party. The Indemnifying Party shall have no obligation to indemnify, defend or hold harmless the Indemnified Party as to any portion of such Claim.

b. In no event shall the Indemnifying Party settle a Claim or consent to any judgment with regard to a Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Party, the Indemnified Party shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify, defend or hold harmless the Indemnified Party against, the Claim for any amount in excess of such refused settlement or judgment.

c. The Indemnified Party shall, in all cases, assert any and all defenses, including, but not limited to, affirmative defenses, defenses set forth in applicable Tariffs and Customer contracts, that limit liability to third persons as a bar to, or limitation on, any Claim or damages by a third-person claimant.

d. The Indemnifying Party and the Indemnified Party shall offer each other all reasonable cooperation and assistance in the defense of any Claim.

22.3 Except as otherwise provided above, each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement, consistent with Applicable Law.

22.4 Each Party's obligations under this Section shall survive expiration, cancellation or termination of this Agreement.

23. Insurance

23.1 To the extent that Parties install, maintain, or repair facilities on the premises of the other Party, such Parties shall maintain all insurance and/or bonds required to satisfy its obligations under this Agreement (including, but not limited

to, its obligations set forth in Section 22 hereof) and all insurance and/or bonds required by Applicable Law. The insurance and/or bonds shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VIII or greater. At a minimum and without limiting the foregoing the Parties shall maintain the following insurance:

- i. Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.
- ii. Excess Liability, in the umbrella form, with limits of at least \$5,000,000 combined single limit for each occurrence.
- iii. Comprehensive Form Automobile Liability, with limits of at least \$500,000 combined single limit for each occurrence.
- iv. Worker's Compensation Insurance as required by Applicable Law, and Employer's Liability Insurance with limits of not less than \$100,000 per occurrence with a \$500,000 policy limit.
- v. All risk property insurance on a full replacement cost basis for all of a Party's personal property located on or in the other Party's premises (whether owned, leased or otherwise occupied), facility, equipment or right-of-way.

23.2 The insuring Party shall name the other Party and the other Party's Affiliates as additional insureds on the foregoing liability insurance (excluding iv and v).

23.3 The insuring Party shall, use commercially reasonable efforts to furnish certificates or other proof of the foregoing insurance prior to expiration and which are reasonably acceptable to the other Party. They will afford 30 days notice of cancellation or material modification. The certificates or other proof of the foregoing insurance shall be sent to, in the case of NPTC: Vice President - Regulatory Affairs, North Pittsburgh Telephone Company, 4008 Gibsonia Road, Gibsonia, PA 15044, in the case of MCI, to such address as MCI may provide to NPTC.

23.4 Each Party shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of the other Party or other Party's affiliates to maintain insurance in accordance with this Section and, if requested, to furnish the Party certificates or other adequate proof of such insurance acceptable to the Party in accordance with this Section.

24. Intellectual Property

24.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party.

24.2 Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

24.3 NPTC shall use commercially reasonable best efforts to obtain from its vendors who have licensed intellectual property rights to MPTC in connection with facilities and Services provided hereunder licenses under such intellectual property rights as necessary for MCI to use such facilities and Services as contemplated hereunder and at least in the same manner used by NPTC for the facilities and Services provided hereunder. NPTC shall notify MCI immediately in the event that NPTC believes it has used its commercially reasonable best efforts to obtain such rights but has been unsuccessful in obtaining such rights. Nothing in this Section shall be construed in any way to condition, limit or alter a Party's indemnification obligations under this Agreement.

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

25. Joint Work Product

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

26. Law Enforcement.

26.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

26.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

26.3 Where a law enforcement authorities or national security authorities request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to such information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

27. Liability

27.1 As used in this Section, “Service Failure” means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.

27.2 Except as otherwise stated in this Section, the liability, if any, of a Party, a Party’s Affiliates, and the directors, officers and employees of a Party and a Party’s Affiliates, to the other Party, the other Party’s Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

27.3 For the Services provided under this Agreement, except as otherwise stated in this Section, a Party, a Party’s Affiliates, and the directors, officers and employees of a Party and a Party’s Affiliates, shall not be liable to the other Party , the other Party’s Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

27.4 The limitations and exclusions of liability stated in this Section shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.

27.5 Nothing contained in this Section shall exclude or limit liability:

27.5.1 under Sections dealing with Indemnification, or, Taxes;

27.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;

- 27.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
- 27.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
- 27.5.5 under Section 258 of the Act or any order of the FCC or the Commission implementing Section 258;
- 27.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission; or,
- 27.5.7 caused by the gross negligence or intentionally wrongful acts or omissions.

27.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.

27.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

28. Network Management

28.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. MCI and NPTC will exchange appropriate information (*e.g.*, network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and/or prevent traffic congestion.

28.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

28.3 Interference or Impairment. If a Party (“Impaired Party”) reasonably determines that the services, network, facilities, or methods of operation of the other Party (“Interfering Party”) will or are likely to significantly degrade the Impaired Party’s provision of services or the operation of the Impaired Party’s network or facilities, the Impaired Party may interrupt or suspend service provided to the interfering party to the extent necessary to prevent such interference or impairment, subject to the following:

i. The Impaired Party must notify the Interfering Party and allow that Party a reasonable opportunity to correct the problem.

ii. Where the Impaired Party does not know the precise cause of the interference or impairment, it must notify each Carrier that may have caused or contributed to the problem.

iii. Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall provide the Interfering Party at least ten (10) days’ prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period;

iv. Where the interference or impairment asserted by the Impaired Party remains unresolved by the Interfering Party after ten (10) days, the Impaired Party must establish with specific and verifiable information that a particular service, network, facility or method of operation of the Interfering Party is causing the significant degradation.

v. Where the Impaired Party demonstrates that a particular service, network, facility or method of operation of the Interfering Party is significantly degrading the performance of the Impaired Party’s provision of services, the Interfering Party shall discontinue deployment of that service and correct the interference or impairment or migrate its customers to technologies that will not significantly degrade the performance of other such services. Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service unless Service was improperly interrupted or suspended by the Impaired Party.

28.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow industry standard procedures for isolating and clearing the outage or trouble in a manner consistent with its obligations to act in a non-discriminatory manner.

29. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party’s facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or

network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

30 Notices

30.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

30.1.1 shall be in writing;

30.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and

30.1.3 shall be delivered to the following addresses of the Parties:

To MCI:

Mr. Peter H. Reynolds
Director, National Carrier Contracts & Initiatives
22001 Loudoun County Parkway
G2-3-614
Ashburn, VA 20147
Fax: 703-886-0118

with a copy (which shall not constitute notice) to:

VP-Network and Technology Law
1133 19th St, NW
Washington DC, 20036

To NPTC:

Kevin J. Albaugh
V.P. - Regulatory Affairs
North Pittsburgh Telephone Company
4008 Gibsonia Road
Gibsonia, PA 15044
Telephone Number: 724-443-9598
Facsimile Number: 724-443-9434

with a copy to:

Thomas Thomas Armstrong & Niesen
212 Locust Street
P. O. Box 9500
Harrisburg, PA 17108-9500
Telephone Number: 717-255-7600
Facsimile: 717-236-8278

or to such other address(s) as either Party may designate from time to time by proper notice.

30.2 Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 PM. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation .

31. Performance Standards

31.1 NPTC shall provide Services under this Agreement in accordance with the standards required by this Agreement, industry standards, and Applicable Law.

31.2 MCIIm shall provide Services under this Agreement in accordance with the standards required by this Agreement, industry standards, and Applicable Law.

32. Point of Contact for MCIIm Customers

32.1 MCIIm shall establish telephone numbers and mailing addresses at which MCIIm Customers may communicate with MCIIm and shall advise MCIIm Customers of these telephone numbers and mailing addresses.

32.2 Except as otherwise agreed to by NPTC, NPTC shall have no obligation, and may decline, to accept a communication from a MCIIm customer, including, but not limited to, a MCIIm Customer request for repair or maintenance of a NPTC Service provided to MCIIm. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper Service provider.

33 Publicity and Use of Trademarks or Service Marks

33.1 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, unless the other Party has given its

written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

33.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

34 References

34.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.

34.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including NPTC or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

35 Relationship of the Parties

35.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

35.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

35.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

35.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

35.5 Except as otherwise expressly provided in this Agreement, 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.

35.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

36 Reservation of Rights

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

37 Subcontractors

A Party may use a contractor (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

38 Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

39 Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

40 Taxes

40.1 In General. With respect to any purchase hereunder of Services, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the

Providing Party, then (a) the Providing Party shall properly bill the Purchasing Party for such Tax, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority.

40.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company (“Telecommunications Company”), such exclusion being based solely on the fact that the Purchasing Party is also subject to a tax based upon receipts (“Receipts Tax”), then the Purchasing Party (a) shall provide the Providing Party with written notice of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.

40.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer (“Subscriber”) in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the Purchasing Party (a) shall be required to impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

40.4 Liability for Uncollected Tax, Interest and Penalty. If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by this Section, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and (b) the Providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such unbilled Tax by such authority. If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by this Section, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Providing Party does not collect any Tax as required by this Section because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Purchasing Party fails to pay the Receipts Tax as required by this Section, then, as between the Providing Party and the Purchasing Party, (x) the Providing Party shall be liable for any Tax imposed on its receipts and (y) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by such authority. If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by this Section, then, as between the Providing Party and

the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

40.5 Tax exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth herein. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, reasonably acceptable to the Providing Party (e.g., an agreement commonly used in the industry), which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

40.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other for purposes of this Section shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in the Notices Section of this Agreement, as well as to the following:

To NPTC:

Vice President – Regulatory Affairs
North Pittsburgh Telephone Company
4008 Gibsonia Road
Gibsonia, PA 15044

To MCIIm:

Chief Counsel Technology and Network Law
MCImetro Access Transmission Services, LLC
1133 19th St NW
Washington DC 20036
FAX: 202-736-6903

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

41 Technology Upgrades

41.1 NPTC shall provide, maintain, repair or replace its facilities and Services, including those facilities and Services used by MCIIm pursuant to this Agreement, at a level of quality that is equal to that which NPTC provides to itself, its Affiliates, and any third parties in accordance with the requirements of the Act. At a minimum, NPTC shall provide, maintain, repair or replace its facilities and Services in accordance with the same technical criteria and service standards that are used within its own network on terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and Applicable Law.

41.2 NPTC shall have the right to deploy, upgrade, migrate and maintain its network to the extent permitted by Applicable Law. Nothing in this Agreement shall limit NPTC's ability to modify its network through the incorporation of new equipment or software or otherwise.

42 Territory

42.1 This Agreement applies to the territory in which NPTC operates as an Incumbent Local Exchange Carrier in the Commonwealth of Pennsylvania.

42.2 Notwithstanding any other provision of this Agreement, NPTC may terminate this Agreement as to a specific operating territory or portion thereof if NPTC sells or otherwise transfers its operations in such territory or portion thereof to a third-person. NPTC shall provide MCIIm with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice. After such termination, NPTC shall be obligated to provide Services under this Agreement only within the remaining territory.

43 Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

44 Filing of Agreement

The Parties understand and agree that this Agreement will be filed with the Commission and that NPTC's satisfactory and timely performance of the terms of this Agreement may be considered by the Commission to constitute satisfaction of NPTC's obligations under the Act.

45 252(i) Obligations

To the extent required by law, each party shall comply with section 252(i) of the Act.

46 Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers, comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

47 Waiver

Except as otherwise set forth in this Agreement, a failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options. This Agreement does not affect and NPTC does not waive any rights, including, but not limited to, the rights afforded NPTC under 47 USC Section 251(f).

48 Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

MCImetro ACCESS TRANSMISSION SERVICES, LLC

NORTH PITTSBURGH TELEPHONE COMPANY

By: _____

By: _____

Printed: _____

Printed: Kevin J. Albaugh

Title: _____

Title: Vice President – Regulatory Affairs

ATTACHMENT A

ADDITIONAL SERVICES

1. **Dialing Parity - Section 251(b)(3)**

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

2. **Directory Listing and Directory Distribution**

NPTC will provide directory services to MCIIm. Such services will be provided in accordance with the terms set forth herein.

2.1 Listing Information.

As used herein, "Listing Information" means an MCIIm Customer's primary name, 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 NPTC deems necessary for the publication and delivery of directories.

2.2 Listing Information Supply.

MCIIm shall provide to NPTC on a regularly scheduled basis, at no charge, and in a format required by NPTC or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed), all Listing Information and the service address for each MCIIm Customer whose service address location falls within the geographic area covered by the NPTC directory. MCIIm shall also provide to NPTC on a daily basis, (a) information showing MCIIm Customers who have disconnected or terminated their service with MCIIm; and (b) delivery information for each non-listed or non-published MCIIm Customer to enable NPTC to perform its directory distribution responsibilities.

2.3 Listing Inclusion and Distribution.

NPTC shall include, on a nondiscriminatory basis and consistent with any obligations it may have under Applicable Law, each MCIIm Customer's Primary Listing in all appropriate alphabetical directories (both print and electronic) and, for business Customers, in the appropriate classified (Yellow Pages) directories in accordance with the directory configuration, scope and schedules determined by NPTC in its sole discretion, and shall provide initial distribution of such directories to such MCIIm Customers in

the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of MCI's Customers shall be interfiled with listings of NPTC's Customers and the Customers of other LECs included in the NPTC directories. MCI shall pay the charges set forth in the Pricing Attachment for all Primary listings and additional alphabetical listings and other alphabetical services (e.g. caption arrangements) for MCI's Customers. NPTC will not require a minimum number of listings per order.

2.4 NPTC Information.

Upon request by MCI, NPTC shall make available to MCI the following information to the extent that NPTC provides such information to its own business offices: a directory list of relevant NXX codes, directory close dates, publishing data, and Yellow Pages headings. NPTC also will make available to MCI, upon written request, a copy of NPTC's alphabetical listings standards and specifications manual.

2.5 Confidentiality of Listing Information.

NPTC shall accord MCI Listing Information the same level of confidentiality that NPTC accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should NPTC elect to do so, it may use or license MCI Listing Information for directory publishing, direct marketing, or any other purpose for which NPTC uses or licenses its own listing information, so long as MCI Customers are not separately identified as such. NPTC shall not be obligated to compensate MCI for NPTC's use or licensing of MCI Listing Information.

2.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of MCI Customer listings. At MCI's request, NPTC shall provide MCI with a report, in a format specified by NPTC, of all MCI Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. NPTC shall process any corrections made by MCI with respect to its listings, provided such corrections are received prior to the close date of the particular directory. MCI shall pay NPTC for the listing reports at the rates set forth in the Pricing Attachment.

2.7 Indemnification.

MCIIm shall adhere to all practices, standards, and ethical requirements established by NPTC with regard to listings. By providing NPTC with Listing Information, MCIIm represents to NPTC that MCIIm has the right to provide such Listing Information to NPTC on behalf of its Customers. MCIIm agrees to release, defend, hold harmless and indemnify NPTC 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 NPTC's publication or dissemination of the Listing Information as provided by MCIIm hereunder.

2.8 Liability.

NPTC's liability to MCIIm in the event of a NPTC error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by MCIIm for such listing or the amount by which NPTC would be liable to its own customer.

2.9 Directory Publication.

Nothing in this Agreement shall require NPTC to publish a directory where it would not otherwise do so.

3. Intercept and Referral Announcements

3.1 When a Customer changes its service provider from NPTC to MCIIm, or from MCIIm to NPTC, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.

3.2 Referral Announcements shall be provided, in the case of business Customers, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number.

This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.

3.3 NPTC Access to Information Related to MCIIm Customers.

NPTC shall have the right to access, use and disclose information related to MCIIm Customers that is in NPTC's possession to the extent such access, use and/or disclosure has been authorized by the MCIIm Customer in the manner required by Applicable Law.

ATTACHMENT B

INTERCONNECTION ATTACHMENT

1. Scope of Traffic

This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access Service pursuant to §251 of the Act. Network Interconnection will be provided by the Parties at any technically feasible point within NPTC's interconnected network within a LATA. It is MCIIm's responsibility to establish a single point of interconnection within NPTC's interconnected network within the Pittsburgh LATA. The Parties will utilize the interconnection method as specified below unless otherwise mutually agreed to in writing by the Parties.

- 1.1 The Parties agree that they will deliver to each other over the direct connection facilities the following traffic: (1) IntraLATA Traffic that is originated by one Party's Customer within the Pittsburgh LATA, for termination to the other Party's Customer within the Pittsburgh LATA; (2) MCIIm Customer traffic that originates from within the Pittsburgh LATA, as determined by originating NPA/NXX within the Rate Center Area and is transited through NPTC for delivery to telecommunications carriers that are listed in the LERG as subtending the NPTC tandem; (3) third party telecommunications carrier Customer traffic originated from those rate centers within the Pittsburgh LATA, as determined by originating NPA/NXX within the Rate Center Areas which are listed as subtending the NPTC tandem and transited by NPTC for delivery to MCIIm Customers within the Pittsburgh LATA, as determined by terminating NPA/NXX within the Rate Center Area; and (4) third party Telecommunications Carrier Customer traffic that transits MCIIm's Tandem for delivery to NPTC.
- 1.2 The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, Internet Traffic and non-equal access IntraLATA Toll Traffic as set forth in Section 2 of this Interconnection Attachment.
- 1.3 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the circumvention of the application of intrastate or interstate access charges by the other Party including, but not limited to, the resale or the assignment of NPA-NXX numbers associated with one Rate Center for Customers that obtain local exchange service in a different Rate Center. Telecommunications traffic to or from Customers that originates or terminates in areas other than those included in the calling scope of Reciprocal Compensation Traffic is beyond the scope of the agreement. Subject to intrastate or interstate access charges regardless

of whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call.

- 1.4 Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to Customers that obtain local exchange service in the Rate Center areas associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas and Rate Center points that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the Local Traffic exchanged pursuant to this Agreement; (d) will assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) subject to section 4.6 below, provide Calling Party Number on Customer originated traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Agreement.
- 1.5 If either Party violates Section 1.5 above, the other Party shall be entitled to charge originating and terminating access charges as appropriate for traffic associated with such violations.
- 1.6 Both Parties agree only to deliver traffic to the other Party pursuant to and consistent with the terms of this Agreement.

2. Methods for Interconnection and Trunk Types

- 2.1 Methods for Interconnection.
 - 2.1.1 The Parties shall interconnect their networks within NPTC's service area at the IP mutually agreed to by the Parties in this Agreement. The IP shall be the NPTC Gibsonia Tandem. MCI will be financially responsible for the transport of its interconnection traffic to NPTC at the Gibsonia tandem. NPTC shall be financially responsible for its traffic to MCI to the closest exchange boundary between NPTC and Verizon Pennsylvania Inc as measured from the Gibsonia Tandem.
 - 2.1.2 Each Party is responsible for delivering its originating Reciprocal Compensation Traffic, Internet Traffic and Toll Traffic to the other over the IP over the Interconnection Trunks as referenced in Section 2.2.1.

2.1.3 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement.

2.1.4 The Parties shall utilize the common channel out-of-band signaling (CCS) protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). The Parties currently utilize SS7 out-of-band signaling protocol and agree to continue to exchange traffic using SS7 signaling parameters including, but not limited to ISDN User Part (“ISUP”), Signaling Points including STPs, SSPs, and SCPs, and any other SS7 parameters necessary or desirable for the exchange of traffic.

2.2 Trunk Types.

In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

2.2.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, Internet Traffic and Toll Traffic. The Parties agree that the Interconnection Trunk Groups, will be installed and utilized as two-way.

2.2.2 Tandem Transit Trunks for the transmission and routing of Tandem Transit Traffic. The Parties agree that the Tandem Transit Trunks will be two-way trunks.

2.3 Trunk Arrangements.

2.3.1 In order to provision the Interconnection Trunks carrying MCI Pittsburgh LATA Customer originated traffic terminating to NPTC, and the Tandem Transit Trunks, MCI may order the trunks from its side of the IP to NPTC from either NPTC and/or any third party that connects to the NPTC Tandem Switch, or MCI may provision the trunks over its own facilities. MCI is responsible for issuing the ASR and for any expenses it incurs on its side of the IP for such facilities. For each trunk group with a utilization level of less than sixty percent (60%) for three consecutive months, unless the Parties agree otherwise, MCI will promptly submit ASRs to NPTC to disconnect a sufficient number of the available trunks to attain a utilization level of approximately sixty percent (60%), however, the trunks will be grouped in multiples of 24 trunks for the purpose of determining utilization levels. The minimum utilization level of sixty percent (60%) is not required until trunk groups have been in service for at least six (6) months.

- 2.3.2 For the Interconnection Trunks carrying NPTC Customer originated traffic terminating to MCIIm, NPTC will notify MCIIm to issue ASRs for trunks from its side of the IP to MCIIm from NPTC and/or any third party that connects to MCIIm's Tandem/End Office Switch, or MCIIm may provision the trunks over its own facilities. MCIIm is responsible for issuing the ASR, but NPTC is responsible for any expenses it incurs on its side of the IP for such facilities. For each trunk group with a utilization level of less than sixty percent (60%) for three consecutive months, unless the Parties agree otherwise, NPTC will promptly notify MCIIm to issue ASRs to NPTC and any applicable third party to disconnect a sufficient number of the available trunks to attain a utilization level of approximately sixty percent (60%), however, the trunks will be grouped in multiples of 24 trunks for the purpose of determining utilization levels. The minimum utilization level of sixty percent (60%) is not required until trunk groups have been in service for at least six (6) months.
- 2.3.3 All trunks shall utilize SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available. Should NPTC determine that MCIIm is delivering traffic on the Interconnection Trunks to any single NPTC end office in an amount sufficient to justify the installation of a direct end office Interconnection Trunk to that end office, NPTC may at its sole discretion require MCIIm to rearrange its Interconnection Trunk group by installing a direct end office Interconnection Trunk to that end office, such rearrangement shall not constitute the establishment of a new IP, and each Party will remain responsible for all expenses on its side of the IP.
- 2.4 Two-Way Trunk Performance Standards.
- 2.4.1 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on two-way trunks to determine the need for new trunk groups and to plan any necessary changes in the number of trunks.
- 2.4.2 All two-way trunk groups that connect to the NPTC Tandem switch shall be engineered using a design blocking objective of Neal-Wilkenson B.01 during the average peak busy hour. NPTC and MCIIm shall engineer the two-way trunks using BOC Notes on the LEC Networks SR-TSV-002275.
- 2.4.3 The performance standard for two-way trunk groups shall be that no such trunk group will exceed its design blocking objective for three (3) consecutive calendar traffic study months.

- 2.4.4 MCIIm shall determine and order the number of two-way trunks that are required to meet the applicable design-blocking objective for all traffic carried on each two-way trunk group. MCIIm shall order two-way trunks by submitting ASRs to NPTC and any applicable third party, setting forth the number of two-way trunks to be installed and the requested installation dates within NPTC's effective standard intervals or negotiated intervals, as appropriate. MCIIm shall populate all applicable fields in ASRs in accordance with OBF Guidelines as in effect from time to time.
- 2.4.5 NPTC may (but shall not be obligated to) monitor two-way trunk groups using service results for the applicable design blocking objective. If NPTC observes blocking in excess of the applicable design objective on any two-way trunk group and MCIIm has not notified NPTC that it has corrected such blocking, NPTC may submit to MCIIm a Trunk Group Service Request directing MCIIm to remedy the blocking. Upon receipt of a Trunk Group Service Request, MCIIm will issue an ASR to augment the two-way interconnection trunk group with excessive blocking and submit the ASR to NPTC and any applicable third party within five (5) Business Days.
- 2.4.6 The Parties will review all two-way trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. MCIIm will promptly augment all two-way trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each two-way trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, MCIIm will promptly submit ASRs to disconnect a sufficient number of trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the two-way trunks should not be disconnected. In the event MCIIm fails to submit an ASR for two-way trunks in conformance with this section, NPTC may bill MCIIm for the excess trunks at the applicable NPTC tariff rates.
- 2.4.7 Because NPTC will not be in control of when and how many two-way trunks are established between its network and MCIIm's network, NPTC's performance in connection with these two-way trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

3. Trunk Provisioning

3.1 Trunk Group Provisioning.

3.1.1 Both Parties shall use either a DS-1 or DS-3 facilities interface at the IP. When and where an STS-1 interface is available, the Parties may agree to use such an interface. Upon mutual agreement, the Parties may agree to use an optical interface (such as OC-n).

3.1.2 When trunks are provisioned using a DS-3 facility interface, then MCI shall order the multiplexed DS-3 facilities to the IP. Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.

3.1.3 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

3.1.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives.

3.2 Switching System Hierarchy and Trunking Requirements.

For purposes of routing MCI traffic to NPTC, the subtending arrangements between NPTC Tandem Switches and NPTC End Office Switches shall be the same as the Tandem/End Office subtending arrangements NPTC maintains for the routing of its own or other carriers' traffic. For purposes of routing NPTC traffic to MCI, the subtending arrangements between MCI Tandem Switches and MCI End Office Switches shall be the same as the Tandem/End Office subtending arrangements that MCI maintains for the routing of its own or other carriers' traffic.

3.3 Signaling.

Each Party will provide the other Party with access to its routing databases and associated signaling only to the extent necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in the applicable access tariff.

Neither Party shall intentionally substitute or generate incorrect ANI, CPN or other SS7 parameters on traffic exchanged pursuant to this Agreement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the difference

between compensation paid (if any) and the charges that should have been paid, plus interest due under the terms of the applicable of either this Agreement or that Party's switched access tariff, as applicable, from the date the traffic would have been billed if such parameters had been passed unaltered.

3.4 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 12.

4. Traffic Measurement and Billing over Interconnection Trunks

4.1 Each Party, at its own expense, reserves the right to audit all traffic and any associated billing as specified in this Section of the Agreement, up to a maximum of two audits per calendar year to ensure that only Reciprocal Compensation Traffic, Internet Traffic and Toll Traffic are being routed on the Interconnection Trunks and that rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

4.2 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

4.3 MCI and NPTC will each provide the other with an auditable Percent Local Usage ("PLU") factors to be applied to their own originating traffic by the terminating Party. The Parties will provide an initial PLU prior to the first exchange of traffic, and then on a quarterly basis thereafter. After the initial PLU, the Parties agree that the originating quarterly PLU factor, which they develop, will be based on the previous three months' originating traffic delivered to the other Party, and applicable to the following three months. The PLU provided by the originating Party will be utilized by the terminating Party to allocate traffic to the proper jurisdictional uses, as set forth below. If either Party does not provide an updated PLU, the previous PLU will be utilized until such time as a new PLU is furnished, subject to the audit procedures set forth in this Agreement. PLU changes will be utilized on a going-forward basis.

4.4 If the originating Party also chooses to combine Interstate and Intrastate Toll Traffic on the Interconnection Trunk group, such Party will supply an auditable Percent Interstate Use (PIU) factor quarterly, based its previous three months' originating traffic, and applicable to the following three months. If either Party does not provide an updated PIU factor, the previous PIU factor will be utilized until such time as a new PIU is furnished, subject to the audit procedures set forth in this Agreement. PLU changes will be utilized on a going-forward basis.

- 4.5 To the extent technically feasible, each Party shall pass Calling Party Number (CPN) information on each call. For those Customer's whose premise equipment is unable to populate the CPN in the call detail record, each party shall populate the CPN field with the end user Customer's billing number. The Parties agree that they will not populate the CPN field in the call detail record with a wholesale Customer's billing or local routing number but will utilize the final end user Customer's CPN or billing number.
- 4.6 Where possible, actual call detail records including the CPN, will be used by the terminating Party to determine the applicable jurisdiction of terminating traffic for billing and compensation. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify, on an automated basis, traffic delivered by the originating Party as either Reciprocal Compensation Traffic or Toll Traffic and shall bill the originating Party the applicable jurisdictional rates for each minute of traffic based on the jurisdiction of the call as determined from the actual call detail records including the CPN. Where a terminating Party does not have the capability to identify the applicable jurisdiction of a call by utilizing the CPN information associated with that call, the terminating Party will utilize the PLU factor to allocate by jurisdiction that traffic which it cannot determine the jurisdiction using the CPN.
- 4.7 When a terminating Party receives insufficient call detail associated with a call or the CPN is missing or masked, and therefore cannot determine the jurisdiction of a call, the terminating Party will allocate such traffic that it cannot identify by jurisdiction utilizing the following procedures: 1.)If the percentage of traffic delivered with CPN is greater than 90% the calls delivered without CPN will be allocated and billed as Reciprocal Compensation Traffic or Toll Traffic using the PLU factor. If a Party's originated traffic has CPN on fewer than 90% of the calls, the other Party may provide written notice of a billing dispute to the Originating Party. Upon such notice, the Party originating the traffic (the "Originating Party") shall have 30 days to investigate and correct the lack of CPN and report the date the problem was corrected to the other Party (the Terminating Party). If the problem cannot be repaired within 30 days of the written notice to bring the originated traffic without CPN to fewer than 10% of total traffic, the Terminating Party will bill all traffic without CPN as Access traffic jurisdictionalized using the PIU until such time as the traffic without CPN is fewer than 10% of total traffic.
- 4.8 Where the Interconnection Trunk group is provisioned as a two-way trunk group and each Party delivers its originating traffic over that same trunk group to the other Party, each Party shall pay its proportionate share of the recurring charges for the transport facilities that are located within the NPTC service area between the IP and the NPTC boundary with Verizon

Pennsylvania Inc. The prorated share of facility costs between the Parties for the use of the two-way Interconnection Trunk facilities will be based on the percentage of the total traffic originated by each Party, excluding Transit Traffic and ISP-Bound Traffic. The initial proportionate share factors, for the Interconnection Trunk facilities, will be 50% assigned to MCIIm and 50% assigned to NPTC. These initial proportionate share factors will be updated three (3) months after the Effective Date of this Agreement, based upon the actual percentage of traffic as set forth above in this Section. Beginning six months after the initial factors are determined, and at either Party's request, but no more than twice a year, the Parties shall determine the applicable proportionate share factors based upon the previous six (6) months' originating traffic sent by each Party over the Interconnection Trunk group as set forth above in this Section. When updating the proportionate share factors, the Parties will share the data and results of their measured traffic usage which forms the basis of their proposed proportionate share calculation and will work cooperatively on a mutually agreeable percentage.

- 4.9 The proportionate share factors will be utilized by NPTC in developing the invoice for the Interconnection facilities, which MCIIm will order from NPTC for the Interconnection Trunk group. NPTC will bill MCIIm the applicable Interconnection (flat rated) transport charges for the Interconnection Trunk group. The Interconnection charges billed by NPTC to MCIIm, for the DS1 and/or DS3 Interconnection services that are ordered by MCIIm for the Interconnection Trunk group, will be reduced by the NPTC proportionate share of the facility as calculated and set forth above.
- 4.10 MCIIm agrees that it is responsible for all the Interconnection facility charges due NPTC for the Transit Trunk group facilities within the NPTC service area and that no prorate of those Interconnection facility charges will be applied by NPTC to that portion of the NPTC invoice to MCIIm.

5. Compensation Arrangements

- 5.1 Reciprocal Compensation.
 - 5.1.1 Reciprocal Compensation Traffic, includes only that traffic as set forth in this Agreement, originated by a Customer of one Party within the Pittsburgh LATA, as determined by originating NPA/NXX, and terminated to a Customer of the other Party within the Pittsburgh LATA, as determined by terminating NPA/NXX.
 - 5.1.2 The specific compensation terms and conditions set forth in this Section of the Agreement are related to, dependent on, and limited to the provision of Local Exchange Service to Customers, and all

of the other interrelated terms and conditions set forth in this Agreement.

5.1.3 Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer for Reciprocal Compensation Traffic delivered by either Party to the IP. The designation of Traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the originating NPA-NXX rate center and the terminating NPA-NXX rate center.

5.2 Traffic Not Subject to Reciprocal Compensation.

5.2.1 Reciprocal Compensation shall not apply to the following: (1) any Internet Traffic; (2) interstate or intrastate Exchange Access or exchange services for Exchange Access; (3) intraLATA Toll Traffic or interLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Switched Access Service traffic; (5) Optional Extended Local Calling Area Traffic; or (6) Tandem Transit Traffic.

5.2.2 Reciprocal Compensation Traffic does not include traffic originated, terminated, or carried on third party networks not Parties to this Agreement or any traffic originated or terminated by users of Commercial Mobile Radio Services licensees. The use of a third party carrier's special access facility to transport traffic between the Parties is permitted.

5.3 Treatment of Internet Traffic.

5.3.1 The Parties agree to transport and switch Internet Traffic in the manner described below in this section subject to amendment upon written agreement of the Parties.

5.3.2 The Parties acknowledge that under current network and service arrangements, some Internet Traffic may be switched and transported as if this Internet Traffic is Reciprocal Compensation Traffic. The Parties will treat ISP Traffic under the following conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this Internet Traffic: the Parties shall assume that they are exchanging with one another an equal amount of Internet Traffic at an agreed upon termination rate; and the parties will utilize the Interconnection Trunk facilities to exchange the Internet Traffic. The switching and transport of Internet Traffic over the Interconnection Trunk facilities by either Party, however, will not be deemed or construed

by either Party as either agreement or acknowledgement by the Parties that this arrangement is proper or required. In the event that the manner in which Internet Traffic is or may be treated is determined with finality by an appropriate regulatory or legal body, or in the event that any final and non-appealable action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of Internet Traffic pursuant to this section is unlawful, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of Internet Traffic between the Parties. The Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to, the mutual exchange of Internet Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the Agreement set forth above, neither Party will owe a net due amount to the other Party for terminating Internet Traffic including, but not limited to, compensation for switching, transport or termination of Internet Traffic until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic.

5.3.3 A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP shall not be treated as ISP-Bound Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.

5.4 Treatment of Toll Traffic.

Toll Traffic shall be governed billed and compensated under the applicable provisions of this Agreement and the terminating Parties applicable switched access Tariffs.

6. **Other Types of Traffic**

Subject to the provisions listed in this Agreement, interstate and intrastate Exchange Access, exchange services for Exchange Access and Toll Traffic shall be governed and billed under the applicable provisions of this Agreement and the terminating Parties applicable switched access Tariffs.

7. Tandem Transit Traffic

- 7.1 Tandem Transit Traffic may be routed over the Tandem Transit Trunks described in this attachment. MCI shall deliver Tandem Transit Traffic to NPTC with CCS and the appropriate Transactional Capabilities Application Part (“TCAP”) message to facilitate full interoperability of CLASS Features and billing functions.
- 7.2 MCI shall pay NPTC for Transit Traffic that MCI originates at the rate specified in the Pricing Attachment.
- 7.3 NPTC will not be required to provide Tandem Transit Traffic Services for local Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of local Tandem Transit Traffic to be delivered to the CLEC, ILEC, CMRS carrier, or other LEC exceeds one (1) DS-1 level volume of calls per CLEC, ILEC, CMRS carrier, or other LEC per NPTC tandem serving area for a period of three consecutive months. Once the first directly connected DS-1 is installed to a CLEC, ILEC, CMRS carrier, or other LEC, overflow traffic may traverse the NPTC tandem to that entity until such time that the level of overflow traffic meets the requirements specified in this Section 10 addressing the need for an additional DS-1. Each subsequent need for an additional DS-1 will be handled in a like manner.
- 7.4 If or when a third party carrier’s Central Office subtends a MCI Central Office, then MCI shall offer to NPTC a service arrangement equivalent to or the same as Tandem Transit Service provided by NPTC to MCI as defined in this Section such that NPTC may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a MCI Central Office (“Reciprocal Tandem Transit Service”). MCI shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section.
- 7.5 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

8. Number Resources, Rate Center Areas and Routing Points

- 8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party’s right to employ or to request and be assigned any Central Office Codes (“NXX”) pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.
- 8.2 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement,

MCIIm shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for NPTC within the LATA and Tandem serving area. MCIIm shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the telecommunications industry adopts alternative methods of utilizing NXXs.

- 8.3 MCIIm will also designate a Routing Point for each assigned NXX code. MCIIm shall designate one location for each Rate Center Area in which the MCIIm has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of MCIIm will be routed in the same manner as calls to MCIIm's initial NXXs.
- 8.4 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain MCIIm's choices regarding the size of the local calling area(s) that MCIIm may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to NPTC's local calling areas. Such choice of local calling areas by MCIIm has no effect on the application or interpretation of any requirement in this Agreement.
- 8.5 It shall be the responsibility of each Party to program and update its own switches and network systems. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

9. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

- 9.1 Joint Network Implementation and Grooming Process.
 - 9.1.1 Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia: (1) standards to ensure that Interconnection Trunks, Tandem Transit Trunks, and Access Toll Connecting Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within NPTC's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards; (2) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects; (3) disaster recovery provision escalations; (4)

additional technically feasible IP(s) located within a LATA and on the NPTC network as provided in this attachment; and (5) such other matters as the Parties may agree.

9.1.2 Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a P.01 Grade of Service.

9.2 Installation, Maintenance, Testing and Repair.

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

9.3 Forecasting Requirements for Trunk Provisioning.

Within ninety (90) days of executing this Agreement, MCI shall provide NPTC a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from NPTC over each of the Interconnection Trunk groups and the Toll Connecting Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to NPTC on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the NPTC CLEC Interconnection and Toll Connecting Trunking forecast requirements and shall include, at a minimum, Access Carrier Terminal Location (ACTL), traffic type (InterLATA, IntraLATA non-local and IntraLATA local, etc.), code (identifies trunk group), A location/Z location (CLLI codes for MCI-IPs and NPTC-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

9.4 Initial Forecasts/Trunking Requirements.

Because NPTC's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom MCI decides to market its services, NPTC will be largely dependent on MCI to provide accurate trunk forecasts for both inbound (from NPTC) and outbound (to NPTC) traffic. NPTC may, as an initial matter, order the same number of one-way Interconnection Trunks to MCI as MCI orders to NPTC. At NPTC's discretion, when MCI expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the

inbound or outbound direction, NPTC may provide the number of trunks MCIIm suggests; provided, however, that in all cases NPTC's provision of the forecasted number of trunks to MCIIm is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and MCIIm's previous forecasts have proven to be reliable and accurate.

9.4.1 Monitoring and Adjusting Forecasts. NPTC will, for ninety (90) days, monitor traffic on each trunk group that it establishes at MCIIm's suggestion or request pursuant to the procedures identified in this Section. At the end of such ninety-(90) day period, NPTC may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced subject to the limitations in Section 2.3 and Section 2.4 of this Interconnection Attachment.

9.4.2 In subsequent periods, NPTC may also monitor traffic for ninety (90) days on additional trunk groups that MCIIm suggests NPTC to establish.

10. Number Portability - Section 251(B)(2)

The Parties agree that they will not request nor provide Local Number Portability ("LNP") to each other during the term of this Agreement.

ATTACHMENT C

PRICING

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 The Charges for a Service shall be the charges for Services as detailed in this Attachment or Appendix A, as applicable.
- 1.3 In the absence of Charges for a Service established pursuant to this Section, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.4 In the absence of Charges for a Service established pursuant to this Section, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.5 In the absence of Charges for a Service established pursuant to this Section, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.6 In the absence of Charges for a Service established pursuant to this Section, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. MCI_m Prices

Notwithstanding any other provision of this Agreement, the Charges that MCI_m bills NPTC for MCI_m's Services shall not exceed the Charges for NPTC's comparable Services, except to the extent that MCI_m's cost to provide such MCI_m Services to NPTC exceeds the Charges for NPTC's comparable Services and MCI_m has demonstrated such cost to NPTC or to the Commission or the FCC.

3. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding in which the FCC, the Commission or other governmental body with appropriate jurisdiction is asked to reduce such Charges and to order a refund of any amounts paid in excess of any Charges that are reduced).

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

II. Entrance Facilities and Transport for Interconnection³

A. Entrance facilities, and transport, as appropriate, for Interconnection at the IP

Per interstate [NECA FCC 5 Sec. 6 or 7 as appropriate] access tariff for Feature Group D or special access service as amended from time to time

Per interstate [NECA FCC 5 Sec. 6 or 7 as appropriate] access tariff for Feature Group D or special access service as amended from time to time

Per intrastate [NPTC PA PUC. PA No. 12 Sec. 6 or 7 as appropriate] access tariff for Feature Group D or special access service as amended from time to time

Per intrastate [NPTC PA PUC. PA No. 12 Sec. 6 or 7 as appropriate] access tariff for Feature Group D or special access service as amended from time to time

III. Exchange Access Service

For NPTC Charges to MCImetro:

Interstate

Per NECA FCC Tariff No. 5, as amended from time to time

Intrastate

Per NPTC PA PUC Tariff No. 12, as amended from time to time

For MCImetro Charges to NPTC:

Interstate

Per MCImetro Access Transmission Services LLC FCC Tariff No. 1, as amended from time to time

Intrastate

Per MCImetro PA PUC Tariff No. 2, as amended from time to time

³ The Parties acknowledge that services that are purchased from each other pursuant to tariffs are governed by such tariffs, and not this Agreement. References to tariffs in this Appendix are for the purpose of administrative ease in directing the parties to the appropriate tariff sections. No tariffs are incorporated into this Agreement, and no references to tariffs in this Agreement create an independent contractual obligation to abide by any particular tariffs.

IV. Tandem Transit arrangements for Tandem Transit Traffic between MCI and carriers other than NPTC that subtend a NPTC Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)

Tandem Switching & Transport

Interstate
\$.002956/MOU

Intrastate
\$.002743/MOU

Per Section II. above,
as applicable

Service or Element Description:

Recurring Charges:

Non-Recurring Charge:

B. DIRECTORY LISTINGS & BOOKS

For each business telephone number listed (except numbers of Centrex or Centrex-like services or indialing service station lines) one (1) listing is provided in the White Page Directory and one (1) listing in the Yellow Page directory of the type provided to NPTC-PA business Customers for which no specific charge applies.

As applicable per NPTC PA PUC No. 11.

Other Tariffed Listing Services

As Applicable, per NPTC-PA PUC No. 11

Books & delivery (annual home area directories only)

No charge for normal number of books delivered to Customers; bulk deliveries to MCIIm per separate arrangement.

Directory Listing Report

- Annual directory validation listing report
- Initial Request separate request
- Subsequent Requests

\$0.00
\$100.00
\$100.00