

MUTUAL INTRALATA TRAFFIC TERMINATION AGREEMENT

THIS AGREEMENT (“Agreement”), effective as of February 1, 2005 (“Effective Date”), between North Pittsburgh Telephone Company (“NPTC”), a Pennsylvania corporation whose primary place of business is 4008 Gibsonia Road, Gibsonia, Pennsylvania 15044, and Teleport Communications Group (“TCG”) - Pittsburgh, a New York General Partnership corporation whose primary place of business is One AT&T Way, Bedminster NJ 07921, sets forth the terms and conditions for traffic exchange and compensation between NPTC and TCG (individually, a “Party” and collectively, the “Parties”) by which each Party will terminate all IntraLATA Traffic originated by the other Party. This Agreement shall apply solely to the reciprocal termination of IntraLATA Traffic by the Parties through facilities as described in this Agreement, below or through the facilities of the local exchange carrier, Verizon Pennsylvania, Inc. (“Transit LEC”), or its successor.

RECITALS

WHEREAS, TCG has received Certificates of Public Convenience and Necessity to provide competitive local exchange telecommunications service to customers within the Pittsburgh LATA but outside the NPTC service area; and

WHEREAS NPTC is a telecommunications company certified by the Pennsylvania Public Utility Commission to provide local exchange service as well as IntraLATA toll within specified exchange boundaries located in the Commonwealth of Pennsylvania; and

WHEREAS NPTC and TCG are Local Exchange Carriers (LECs) and provide local exchange telecommunications services in separate, distinct and mutually exclusive geographic service areas that do not overlap; and

WHEREAS, NPTC and TCG wish to enter into an agreement pursuant to which they may terminate traffic originating on the other party's network, either directly or through a transiting arrangement with the Transit LEC; and

WHEREAS, NPTC and TCG desire to enter into this Agreement to, among other things, set forth the terms and conditions under which they will exchange and compensate each other for wireline to wireline Extended Area Service, ISP and IntraLATA toll subscriber traffic on their respective networks.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NPTC and TCG agree as follows:

1. **Definitions**

- 1.2 “Automatic Number Identification” or “ANI” means a signaling parameter transmitted through a network which identifies the billing number of the calling party.
- 1.3 "CABS" shall mean the Carrier Access Billing System as defined in a document prepared under the direction of the Billing Committee of the OBF, as defined below, as such document may be amended from time to time. The CABS document is currently published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SROPT00168, SROPT0011869, SROPT001871, SROPT001872, SROPT001873, SROPT001874 and SROPT001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.
- 1.4 “Calling Party Number” or “CPN” is a Common Channel Signaling (“CCS”) parameter which refers to the number transmitted through a network identifying the calling party.
- 1.5 “Commission” shall mean the Pennsylvania Public Utility Commission.
- 1.6 “Common Channel Interoffice Signaling” or “CCIS” shall mean the signaling system, developed for use between switching systems with stored-program control, for 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 traffic of the call.
- 1.7 "Communications Act" shall mean the Communications Act of 1934, as amended by the Telecommunications Act of 1996, as the same may be further amended from time to time.
- 1.8 “Confidential Information” shall include, without limitation, technical and business plans, technical information, trade secrets, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information and similar information (i) delivered in written, magnetic, electronic or other form and marked “confidential” or “proprietary” or bearing mark of similar import; (ii) oral information, if identified as confidential or proprietary at the time of disclosure or by written notice within ten (10) days of disclosure; and (iii) information derived by the Recipient from a Disclosing Party’s usage of the Recipient’s network. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement. For purposes of this section and Section 15, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed.

- 1.9 “CPNI” shall mean Customer Proprietary Network Information as that term is defined by the Communications Act and the rules and regulations of the Federal Communications Commission and the Pennsylvania Public Utility Commission.
- 1.10 “Customer,” “End User” or “End User Customer” shall mean the residence or business subscriber that is the ultimate user of telecommunications services provided by either of the Parties and for purposes of this Agreement, may place or receive EAS or IntraLATA Toll Traffic.
- 1.11 "EAS" shall mean Extended Area Service and refers only to Mandatory EAS as ordered by the Pennsylvania Public Utility Commission. As used herein, “Extended Area Service” or “EAS” is a service arrangement whereby end users in a specific local service exchange area are provided the ability to place interexchange calls to end users in another specific local service exchange area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users to place and receive calls to end users in the same local service exchange area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage (including block of time) and/or distance-based charges or other bulk billing rates. EAS calling is established to meet the public interest demand of end users in specific communities to place calls to, and in the case of two-way EAS to receive calls from, end users in other specific communities without incurring specific telephone message toll charges. EAS is exclusive to and may not be extended through resale or bridging beyond the two specified exchanges in any given EAS route. For purposes of this Agreement, EAS includes traffic originating from and/or terminating to the specific local service exchange routes set forth in Exhibit A of this Agreement. EAS traffic specifically excludes ISP Traffic (as defined in Section 1.23).
- 1.12 “Enhanced Services” is as defined by the FCC.
- 1.13 “Enhanced Service Provider” or “ESP” shall mean a provider of Enhanced Services.
- 1.14 "FCC" shall mean the Federal Communications Commission.
- 1.15 "ILEC" shall mean an incumbent local exchange carrier, as defined in 47 U.S.C. §251 (h)(1).
- 1.16 "Indirect Traffic" shall mean either EAS or IntraLATA Toll Traffic that is routed by one Party to the other Party through the intermediary transit service network facilities of the Transit LEC.
- 1.17 “Information Service” is as defined in the Communications Act of 1934, as amended.

- 1.18 “Internet Service Provider” or “ISP” is a class of Enhanced Service Provider.
- 1.19 “IntraLATA Call” is a call that is originated by a customer of one Party and terminated to a customer of the other Party within a given LATA as determined by the originating and terminating NPA-NXXs (subject to the requirements of Sections 5.2.1 and 5.2.2) of the call and delivered over the direct and indirect facilities as described in this Agreement.
- 1.20 “IntraLATA Toll Traffic” shall mean that traffic that is originated in one exchange and terminated within another exchange within the same LATA as determined by the originating and terminating NPA-NXXs (subject to the requirements of Sections 5.2.1 and 5.2.2) of the call. IntraLATA Toll Traffic is IntraLATA Traffic that is not EAS Traffic as identified in Exhibit A and is not ISP Traffic as defined herein.
- 1.21 “IntraLATA Traffic” shall mean that traffic that is originated in one exchange and terminated within another exchange within the same LATA as determined by the originating and terminating NPA-NXXs (subject to the requirements of Sections 5.2.1 and 5.2.2) of the call.
- 1.22 Intentionally left blank.
- 1.23 “ISP Traffic” is non-toll IntraLATA Traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP. ISP Traffic is not EAS traffic or IntraLATA Toll Traffic as defined in this Agreement.
- 1.24 “Local Access and Transport Area” or “LATA” shall have the meaning set forth in 47 C.F.R. §53.3.
- 1.25 “Local Exchange Carrier” or “LEC” is any common carrier authorized to provide exchange and exchange access services.
- 1.26 “Local Service Exchange Area” or “Local Service Area” is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit A to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS traffic pursuant to this Agreement.
- 1.27 “NPA” shall mean the Numbering Plan Area, which is indicated by the first three digits of each ten-digit telephone number in the North American Numbering Plan. The NPA is also known as the area code.
- 1.28 “NXX” shall mean the fourth, fifth and sixth digits in a ten digit North American Numbering Plan telephone number.

- 1.29 "OBF" shall mean the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions.
- 1.30 "Point of Interconnection" shall mean the physical point on NPTC's network that establishes the technical interface, the test point, and the operational and financial responsibility handoff point between NPTC and TCG for the local interconnection of their networks.
- 1.31 "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("V&H") coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center.
- 1.32 "Signal Transfer Point" or "STP" shall mean an SS7 network packet switch that receives and routes SS7 messages.
- 1.33 "Tariff" means any applicable federal or state tariff of a Party that sets forth the generally available terms and conditions under which a Party offers a particular service, facility or arrangement.
- 1.34 "Toll Traffic" shall have the meaning as set forth in 47 U.S.C. §153 (48).
- 1.35 "Transit LEC" shall mean Verizon PA, Inc. or another third party carrier used by either Party to terminate its originating IntraLATA Traffic to the other Party.
- 1.36 "VoIP Traffic" means voice communications (including, for this purpose, fax transmissions and other applications, if any, of a type that may be transmitted over voicegrade communications) that are transmitted in whole or in part over packet switching facilities using Internet Protocol.

2. **Mutual Termination of IntraLATA Traffic**

- 2.1 Each Party agrees to terminate all IntraLATA Traffic originated by the other Party and delivered over the direct and indirect facilities as described in this Agreement.
- 2.2 Each party shall be responsible for ensuring that it has adequate facilities in place to connect its network with the other Party's network and shall

bear its own costs associated therewith. So long as there is a direct interconnection as set forth in Section 3 in place and available, then in the event that any traffic is routed through the Transit LEC, the Party on whose network the call originates shall be responsible for all arrangements with the Transit LEC and shall be responsible for payment of any transit charges (including, without limitation, tandem switching and transport charges) assessed by the Transit LEC for use for the applicable tandem.

- 2.3 For traffic conveyed by either Party to the other pursuant to this Agreement, the terminating Party shall, in terms of routing facilities and quality of network performance, treat and convey such traffic within its network in a manner that is at least equivalent to the manner in which it treats like traffic originating on its own network and the network of any other carrier.
- 2.4 Each Party has the right to serve as a transit provider for traffic between the other Party and another local exchange carrier (including a LEC affiliated with a Party). If a Party routes its own originating traffic to the other Party that is not in fact bound for the terminating Party's end user (or transit customer), the terminating Party may (at its election) perform the necessary LNP dip, route the traffic for delivery to the terminating party, and charge the originating Party for the LNP dip and for the transit function provided by the transiting Party at the rates set forth in Exhibit B.
- 2.5 Consistent with Section 2.4, both Parties agree that either Party may provide Intermediary Transit Traffic service, which includes tandem switching and transport service to the other Party for originated and/or terminated traffic that routes through that Party's tandem and either originates from or terminates to the end users of other LECs and Cellular Mobile Radio Service (CMRS) providers that subtend the Party's tandem.
- 2.6 All of the compensation terms and conditions set forth in this Agreement are specific to, related to, dependent on, and limited to the provision of Local, EAS, IntraLATA Toll and ISP Traffic to End Users located in the specific geographic areas that are the subject of this Agreement, the exchange of traffic between the Parties with respect to these geographic areas, and all of the other interrelated terms and conditions set forth in this Agreement.

3. **Direct Interconnection** For the IntraLATA Traffic delivered by one Party to the other Party for termination via direct interconnection of their facilities, such direct interconnection shall be implemented consistent with the following requirements set forth below.

- 3.1 For purposes of receiving interconnection traffic from the other Party, TCG and NPTC agree to the following terms.

- 3.1.1 The physical Point of Interconnection between the Parties shall be at 2085 Woodlawn Drive, Mars PA (CLLI Code: MARSPAAHH01) until changed by mutual agreement of the Parties.
- 3.1.2 Existing trunk groups will be moved to facilities that adhere to the physical Point of Interconnection agreed to above; provided, however, that neither Party will charge the other Party any nonrecurring charges for initially establishing the new interconnection facilities. The installation of all other trunk facilities installed after the initial installation will incur all applicable nonrecurring installation charges.
- 3.2 The Interconnecting Party will establish one-way trunk groups for the delivery of IntraLATA Traffic originating on its network in accordance with the following requirements until changed by mutual agreement of the Parties.
 - 3.2.1 Each Party will perform control office functions for trunk groups with its originating IntraLATA traffic;
 - 3.2.2 Each Party will be financially responsible to provide the facilities needed on its side of the physical point of termination;
 - 3.2.3 When trunk groups are established or augmented, the originating Party will specify the connecting facility assignment on the ASR which is sent to the terminating Party;
 - 3.2.4 Unless otherwise agreed, trunk groups will utilize a DS-3 or DS-1 interface;
 - 3.2.5 Interconnection trunk groups will use GR-317-CORE format;
 - 3.2.6 Interconnection trunk groups will be engineered to a 1% blocking standard and overflowed traffic will be routed via the Transit LEC tandem, as applicable; and
 - 3.2.7 Common Channel Interoffice Signaling shall be used by the Parties via SS7 to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply, at a minimum, Automatic Number Identification and Calling Party Number within the SS7 signaling message. The Parties will cooperate on the exchange of all appropriate SS7 messages for EAS and IntraLATA toll call set-up signaling, including ISDN User Part (ISUP) and Transactional Capabilities Application Part (TCAP) messages to

facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All SS7 and CCIS signaling parameters will be provided, including CPN and ANI, Originating Line Information (OLI), calling party category and charge number;

3.2.8 Each Party shall provide to the other Party the contact number(s) to its control office which shall be accessible and available for the purpose of, without limitation, (a) maintaining service (e.g., notifying the other Party of any trouble or need for repairs), and (b) notifying the other Party of any equipment failures which may affect the interconnection trunks. Any changes to a Party's control office contact arrangement must immediately be provided to the other Party in writing pursuant to the procedures in Section 18, below;

3.2.9 Prior to reporting any trouble with interconnection facilities to the other Party, each Party shall perform sectionalization to determine if trouble is located in its facility or in its portion of the trunks.

3.3 The requirements of this section shall also apply to any currently existing direct interconnection facilities between the Parties unless and until such facilities are replaced by alternative facilities in conformance with Section 3.1.2 of this Agreement.

4. **Indirect Interconnection** For the IntraLATA Traffic delivered by one Party to the other for termination via indirect connection through the intermediary transit service of the Transit LEC, such indirect interconnection shall be implemented consistent with the following requirements set forth below.

4.1 When a Party terminates Indirect Traffic to the other Party through the intermediary transit services of the Transit LEC, the originating Party shall provide, when requested, the terminating Party information sufficient for the terminating Party to bill the originating Party for terminating such traffic. Measurements provided by the Transit LEC may be used to determine traffic volumes between the Parties.

5. **Traffic and Compensation**

5.1 Each Party shall bill the other Party for transport and termination of IntraLATA Traffic in accordance with this Section.

5.2 **Identification of EAS Traffic.** IntraLATA Traffic will be designated as either IntraLATA Toll Traffic or as EAS Traffic. EAS Traffic includes all

traffic delivered by the Parties between those traffic routes specified in Exhibit A. Subject to Section 5.2.4, all other IntraLATA Traffic delivered between the Parties for any routes not listed in Exhibit A is considered IntraLATA Toll Traffic. Without agreement by both Parties to such changes, the specific EAS routes set forth in Exhibit A shall not change. Both Parties agree to be bound by the PA PUC regulations regarding the treatment of traffic over mandatory EAS routes as set forth in the PA PUC Global Order released September 30, 1999 at Docket Numbers P-00991648 and P-00991649 in Section VIII C.

- 5.2.1 Subject to Section 5.2.4 and to the extent consistent with Applicable Law, each Party agrees that it will not provision any of its services in a manner to permit the arbitrage and/or circumvention of the application of intrastate or interstate access charges by the other Party including, but not limited to, masking changing or deleting any relevant SS7 information that is utilized in determining the applicable jurisdiction of a call, (including but not limited to the Calling Party Number and the Jurisdictional Indicator Parameter), and the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS calling is provided or the assignment of NPA-NXX numbers associated with one Rate Center for End Users that obtain local exchange service in a different Rate Center.
- 5.2.2 Both Parties warrant and represent that they shall: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center associated with the telephone number; (b) 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 traffic pursuant to this Agreement; (c) assign whole NXX Codes to each Rate Center, or where applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (d) provide Calling Party Number on all traffic delivered to the other Party.
- 5.2.3 Because of the difficulty in determining whether terminating traffic is IntraLATA Toll Traffic or IntraLATA EAS Traffic, the Parties agree to utilize a Percent Local Use (PLU) Factor to determine the applicable levels of toll versus EAS traffic. The PLU factors for each Party are listed in Exhibit B.
- 5.2.4 The compensation for VoIP Traffic will reflect the proper jurisdiction by the application of appropriate traffic factors upon which the Parties have agreed in accordance with Section 6.2. In those cases where either Party's end user VoIP customer utilizes

their VoIP service at a physical location that is different from the NPA-NXX Rate Center area location where the end user was originally provided the VoIP service (for example when traveling) and originates or terminates calls to or from the end user customer of the other Party over the facilities subject to this Agreement, the Parties agree that the jurisdiction of such a call for compensation purposes may not be able to be accurately determined based on the originating and terminating NPA-NXXs. The Parties agree that the PLU factors set forth in this Agreement have been adjusted to correctly compensate each Party for such VoIP Traffic that cannot be properly identified as to its true applicable jurisdiction utilizing the originating and terminating NPA-NXXs.

5.3 **Compensation**

5.3.1 All TCG originating IntraLATA Toll Traffic delivered over the direct or indirect facilities as described in this Agreement and terminating to NPTC will be billed by NPTC to TCG at the rates and terms as specified in the NPTC applicable intrastate Switched Access tariff as it may be amended from time to time. All NPTC originating IntraLATA Toll Traffic delivered over the direct and indirect facilities as described in this Agreement and terminating to TCG will be billed by TCG to NPTC at the then-current average NPTC Intrastate access rate. The average rate will be calculated by taking a sample period of traffic and calculating the total revenue due under the applicable tariff rates terms and conditions. This sample total revenue amount will then be divided by the total minutes in the sample to arrive at the average rate. The initial average intrastate switched access rate that TCG will charge NPTC is listed in Exhibit B. The Parties agree that when NPTC changes its intrastate access rates, those changes will be reflected in the average rate that TCG charges NPTC and the initial rate in Exhibit B will no longer be applicable. TCG will begin charging NPTC the newly revised average switched access effective with the date the new NPTC switched access rate goes into effect in the tariff. NPTC will provide TCG with written notice within thirty (30) days of the effective date of the new rates. Such notice will include the new average switched access rate that TCG will begin billing to NPTC. TCG agrees that it will make any necessary retroactive adjustments on the bill to NPTC to reflect the application of the new average switched access rate back to the effective date of the new rates.

5.3.2 All terminating IntraLATA EAS traffic delivered over the direct and indirect facilities as described in this Agreement will be billed by the terminating Party to the originating Party at the reciprocal

compensation rate set forth in Exhibit B and pursuant to the terms as specified in this Agreement.

- 5.3.3 Subject to Section 3.1.2, the Parties agree that each will bill the other its applicable non-distance sensitive Entrance Facility Charges for the one-way trunks ordered by the other Party, including all applicable nonrecurring installation charges.
- 5.3.4 Should a Party deliver any traffic other than IntraLATA Traffic over the direct or indirect network facilities governed by this Agreement, the originating Party agrees to compensate the terminating Party under the applicable jurisdiction for the traffic involved.

5.4 **Traffic Terminating to Internet Service Providers**

- 5.4.1 The Parties recognize that the network treatment of traffic directed to ISPs is the subject of pending regulatory review. The Parties further recognize that the long-term resolution of issues related to ISP Traffic may affect both Parties and may necessitate modification to this Agreement. In recognition of these factors, the Parties agree to transport and switch ISP Traffic in the manner described below subject to amendment upon written agreement of the Parties.
- 5.4.2 The Parties acknowledge that under current network and service arrangements, some ISP Traffic may be switched and transported as if this ISP Traffic is EAS Traffic. The Parties will treat ISP Traffic under the following conditions until such time as a regulatory authority, court, or legislative body prescribes an alternative treatment the treatment of this traffic. The Parties will utilize the interconnection facilities to exchange the ISP Traffic. The switching and transport of ISP Traffic over the interconnection facilities by either Party, however, will not be deemed or construed by either Party as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which ISP Traffic is or may be treated is determined with finality by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP Traffic pursuant to this Subsection 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 ISP Traffic between the Parties. Any Party's end user originated traffic delivered to the other Party for termination to an ISP between rate centers that are defined in the incumbent local exchange carrier's tariff as being subject to IntraLATA toll charges will be treated as IntraLATA Toll pursuant to the terms of this agreement.

5.4.3 For the purposes of ISP-bound traffic, such traffic shall be compensated in a manner consistent with the rates in Exhibit B and as calculated in Exhibit C.

5.5 **Transit Service.**

5.5.1 Should a Party serve as a transit provider to the other Party, as described in Section 2.4, the Parties agree that the Party acting as the transit service provider has no obligation to pay any third party telecommunications carrier for the termination of any transit traffic originated by the other Party.

5.5.2 Where a Party serves as a transit provider to the other Party, the Parties agree that the transit service provider may provide the terminating telecommunications carrier with sufficient information for the terminating third party carrier to bill the originating Party.

5.5.3 The total transited traffic minutes which are routed to third parties shall be billed by the Transiting Party to the Originating Party at the transit rates and terms as specified in the Transit Party's applicable intrastate switched access tariff identified in Exhibit B.

6. **Carrier-to-Carrier Billing**

6.1 An explanation and an example of the billing calculation that will be used by the Parties is set forth in Exhibit C. The Parties agree to utilize the rate calculation set forth in Exhibit C to calculate the amount of compensation due between the Parties for all IntraLATA terminating traffic.

6.2 A Party may update its Percent Local Usage factor to the other Party semi-annually, based on actual calling data from the previous period. No true-up will occur following any semi-annual revision of the PLU. The revised PLU will become the basis for billing in the month following the date the revised factors are provided. The PLU factor may be audited by the other Party once in any twelve (12) month period upon receipt by the Audited Party of sixty (60) days prior written notice from the Auditing Party. Should an audit show that the Audited Party materially over-stated the percentage of its originating traffic allocated to the EAS jurisdiction, then

the Auditing party may request the next audit any time after six (6) months from the date of the request of the most recent audit. For the purposes of this Section 6.2, the percentage of originating traffic allocated to the EAS jurisdiction shall be considered “materially over-stated” if the PLU claimed by the Audited Party is more than 10 percentage points higher than that determined by the audit. Upon receiving the final Audit results from the Auditing Party, the Audited Party agrees to reflect the results of the Audit (unless the Audited Party can in good faith prove the audit to be faulty, which proof shall be offered as soon as practical), including any changes caused by the application of Sections 5.2.4 and 6.5 in their PLU Factor effective beginning with the invoice in the month following the date the revised factors are provided. Each Party will pay its own costs for the audit. The Parties agree to retain records of call detail for a minimum of nine months.

- 6.3 The Parties will render bills to each other using the CABS format, or similar billing method.
- 6.4 The EAS traffic exchanged pursuant to this Agreement shall be measured and billed using actual conversation minutes based upon tenth of a second increments. The total conversation seconds per chargeable traffic type will be totalled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Each Party will utilize their own traffic recordings and billing processes; and no call records will be exchanged by the Parties except to resolve bill disputes.
- 6.5 Each Party shall pass Calling Party (“CPN”) and Automatic Number Identification (“ANI”) associated with the end user’s originating subscriber line that actually originated the call, in the Signaling System 7 (“SS7”) call detail record on each call that originates on its network and terminates on the other Party’s network. While the Parties both intend to pass CPN on all calls, and each Party recognizes that it may not alter CPN information to change the jurisdictional treatment of a call in a manner contrary to Applicable Law, it is recognized that technical difficulties or limitations may impact the ability of either Party to pass CPN on some calls. For all VoIP Traffic delivered over the direct or indirect facilities, the Parties agree that the CPN number in the SS7 record will be the CPN assigned to the VoIP service of the originating VoIP end user. The applicable jurisdiction of VoIP Traffic commingled with other traffic on interconnection trunks may not be determinable by the billing Party for usage based charges because the jurisdiction, origin, or traffic type cannot be correctly established through reliance on the Calling Party Number (“CPN”) or other SS7 call record billing information. Therefore, the Parties agree that the applicable Percent Local Use Factor will be adjusted as set forth in Section 6.2, above, to allocate VoIP Traffic, as identified by the originating Party and, consistent with Section 6.2, as agreed to and

audited by the terminating Party, to the appropriate billing jurisdiction. The following terms will dictate the treatment for calls that lack CPN information.

- 6.5.1 As long as CPN is passed on more than ninety percent (90%) of the traffic for a given month, then calls for which CPN is not passed shall be billed as EAS or IntraLATA Toll in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information for the preceding month.
- 6.5.2 If the percentage of local and intraLATA calls passed with CPN is less than ninety percent (90%) for a given month, the terminating Party will inform the originating Party that the CPN percentage has fallen below the targeted 90%. The Parties will coordinate and exchange data as necessary to determine the cause of the failure and to assist in its correction. Subject to Section 6.5.3, if after three (3) consecutive months from the date the terminating Party provided notice to the originating Party, the percentage of local and intraLATA calls passed with CPN continues to be less than ninety percent (90%), beginning with the fourth month after notice is provided, all calls for which the CPN is not passed will be billed as IntraLATA Toll. During this three month period, all calls for which CPN is not passed shall be billed as EAS or as IntraLATA Toll in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information for the month prior to the month in which the lack of CPN became greater than 10%.
- 6.5.3 If the originating Party has reason to believe that the lack of CPN passed in connection with Section 6.5.2, above, is due to a temporary SS7 network failure or some other situation beyond its immediate control (such as those set forth in 47 CFR §64.1601)(hereinafter “Other Legitimate Cause”) the originating Party may present such evidence to the terminating Party. If the Parties agree that CPN is not being passed by the originating Party due to such network failure or Other Legitimate Cause, the Parties will mutually develop a process to account for such lack of CPN. The Parties acknowledge that for calls originated by PBX and Centrex customers, a common billing number may be passed in the place of an actual CPN. Therefore, the Parties agree that in instances where one party passes such a billing number rather than a CPN for calls that originate behind a PBX or Centrex system, such billing number shall be treated as a legitimate CPN for the purpose of this Section 6.5.3. Should the terminating Party not agree with the originating Party that such evidence proves that CPN was not passed by reason of network failure or Other Legitimate Cause the originating Party may file a complaint with

the Commission in which the originating Party shall demonstrate that it is not appropriate to assess access charges or other penalties relating to the traffic without CPN because the traffic in question would normally not be subject to access charges and that the lack of CPN is the result of network failure or Other Legitimate Cause. If the Commission finds, in accordance with the applicable facts, that it is not appropriate to assess access charges or other penalties to the traffic for which CPN was not passed, termination charges shall be assessed as if CPN had been passed.

- 6.6 Each Party shall submit on a monthly basis a statement of charges for EAS, ISP Traffic and IntraLATA Toll Traffic incurred by the other Party during the preceding month for services rendered hereunder. Payment of billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) days of the date of such statement or twenty (20) days from receipt of such statement, which ever is later.
- 6.7 Either Party may request the other Party to verify the accuracy of amounts shown on invoices for the components of IntraLATA Traffic provided pursuant to this Agreement. The Party receiving the request shall provide information reasonably sufficient to verify its invoices within thirty (30) days after the request date.
- 6.8 If any portion of an amount due to a Party (the “Billing Party”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “Non-Paying Party”) shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amount it disputes (“Disputed Amounts”) and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay all undisputed amounts to the Billing Party when due.
- 6.9 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for billing issues. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored.

- 6.10 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives, then either Party may pursue its rights at law or equity.
- 6.11 Any disputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Applicable Law.
- 6.12 Carrier bills shall be sent to the following:

For TCG:

Sent through U.S. Mail:

AT&T
Caller Service 6908
Alpharetta, GA 30009

Sent with overnight delivery:

AT&T
Access Manager
FLOC 64024B
600 North Point Parkway
Alpharetta, GA 30005

For NPTC:

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

- 6.13 Carrier billing payments shall be sent to the following:

For TCG:

AT&T ALS 2210
P.O. Box 402257
Atlanta, GA 30384-2257

For NPTC:
General Accounting Supervisor
North Pittsburgh Telephone Company
4008 Gibsonia Road
Gibsonia, PA 15044

- 6.14 The Parties agree that they may include charges for EAS traffic, ISP Traffic, Transit Services and IntraLATA Toll Traffic on a single invoice.
- 6.15 Contact with End Users. Each Party shall be the primary contact and account control for all interactions with its own End User. If a Party is contacted by an End User of the other Party, that Party shall: (a) provide only mutually agreed referral numbers in response to inquiries about the other Party's services or products; (b) not disparage the other Party or its products or services; and (c) provide information about its own products or services only in response to a specific subscriber inquiry about such products or services.
7. Intentionally left blank.
8. Intentionally left blank.
9. **Taxes** Each Party agrees to pay any valid taxes, charges or fees owed to a governmental body arising out of its obligations or acts under this Agreement.
10. **Term and Termination**
- 10.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be twenty-four (24) months from the effective date referenced in the first paragraph of this Agreement and shall thereafter continue in effect for consecutive six (6) month terms unless and until either Party gives the other Party at least sixty (60) calendar days' written notice of termination, which termination shall be effective at the end of the then-current term.
- 10.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default as addressed in 10.3 below or a termination upon sale, the service arrangements made available under this Agreement and existing at the time of termination may continue without interruption under a new arrangement voluntarily executed by the Parties. If either Party has given notice of termination to the other Party as specified in 10.1 above, and either Party has requested an agreement to replace this

Agreement, then the terms of this Agreement shall be continued for so long as the Parties are negotiating the terms and conditions of a successor agreement but in no case will the Agreement extend beyond twelve (12) months from the date of notice of termination under Section 10.1, unless the successor agreement has been submitted to the state commission for resolution or as otherwise agreed by the Parties.

10.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other party; provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof.

10.3.1 Default is defined to include, but not limited to:

- i. A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- ii. A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

Default does not occur if, within the thirty (30) day period, the defaulting Party begins work to cure breach, but completion of said work is not possible within the thirty (30) day period.

10.4 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

11. **Assignment** No Party may assign to any other person or entity its rights or obligations under this Agreement without the prior written consent of the other except that, upon written notice to the other Party, a Party may make such assignment to a subsidiary, affiliate or parent company; any entity which such Party controls, is controlled by, or is under common control with; any entity in which it has a majority interest; or to any entity which succeeds to its assets or business, provided that the assignee shall, in writing, delivered to the non-assigning Party prior to the assignment, assume and continue to perform the assignor's obligation hereunder. The sale or lease of its property by a Party shall not operate as an assignment of this Agreement. Subject to the above provisions,

this Agreement, and each of the Parties' respective rights and obligations hereunder, shall be binding on and inure to the benefit of the Parties and each of their respective successors and permitted assigns.

12. **Indemnification**

12.1 **Obligation to Indemnify.** Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and Agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status, or the actions, breach of Applicable Law, or status of its employees, Agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from either Parties' Customer's use of the services or Interconnection provided under this Agreement.

12.2 **Obligation to Defend; Notice; Cooperation.** Whenever a Claim for indemnification under this Section 12 shall arise, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. The Indemnifying Party shall keep the Indemnitee reasonably and timely apprised of the status of the claim. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any

compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing party's or refusing parties' cost, to take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee, and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and Agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense. Notwithstanding the foregoing indemnification, nothing in this section shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnitee under the Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the Indemnified Party's provision of services under this Agreement

- 12.3 Each Party shall provide, in its tariffs with its Customers that relate to any local exchange telecommunications service provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any Customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such loss, or (ii) any Consequential Damages (as such term is hereinafter defined).

13. **Limitation of Liability**

- 13.1 Notwithstanding any other provision of this Agreement, except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 13. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any

services, arrangements or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rate monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

13.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER TCG NOR NPTC SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 13 SHALL LIMIT NPTC'S OR TCG'S LIABILITY TO THE OTHER FOR (i) WILFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY NPTC'S OR TCG'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 12 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.

13.3 The Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

14. **Dispute Resolution** Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed in the first instance by good faith negotiation between the Parties. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in a regulatory or judicial forum of competent jurisdiction, or the Parties, by mutual agreement, may submit a dispute to arbitration. If an action is commenced before the Commission, the Parties agree initially to attempt to resolve the dispute through mediation.
15. **Confidentiality; Publicity**
- 15.1 By virtue of this Agreement, the Parties may have access to or exchange Confidential Information belonging to the other Party. A Recipient (as defined in Section 1.8) of such Confidential Information shall not disclose any Confidential Information to any person or entity except Recipient's employees, contractors, and duly authorized agents who have a need to know and who agree in writing to be bound by this Section 15 to protect the received Confidential Information from unauthorized use or disclosure. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of Owner (as defined in Section 1.8). Recipient shall use Confidential Information only for the purpose of fulfilling its obligations under this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information.
- 15.2 The restrictions of this Section 15 shall not apply to information that: (i) was publicly known at the time of Owner's communication thereof to Recipient; (ii) becomes publicly known through no fault of Recipient subsequent to the time of Owner's communication thereof to Recipient; (iii) was in Recipient's possession free of any obligation of confidence at the time of Owner's communication thereof to Recipient; (iv) is developed by Recipient independently of and without reference to any of Owner's Confidential Information or other information that Owner disclosed in confidence to any third party; (v) is rightfully obtained by Recipient from third parties authorized to make such disclosure without restriction; or (vi) is identified by Owner as no longer proprietary or confidential.
- 15.3 In the event Recipient is required by law, regulation or court or agency order to disclose any of Owner's Confidential Information, Recipient will promptly notify, but, in any event, not more than two business days after Recipient receives notice that it is required to disclose Confidential Information Owner in writing prior to making any such disclosure in order to facilitate Owner seeking a protective order or other appropriate remedy from the proper authority. Recipient agrees to cooperate with Owner in

seeking such order or other remedy. Recipient further agrees that if Owner is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, Recipient will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

- 15.4 All Confidential Information disclosed in connection with this Agreement shall be and remain the property of Owner. All such information in tangible form shall be returned to Owner promptly upon written request and shall not thereafter be retained in any form by Recipient. Any such information which has not been requested by the Owner to be returned shall be destroyed or returned to the Owner within six (6) months of the termination of this Agreement.
- 15.5 The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this Section 15 will result in irreparable injury to Owner for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, Owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
- 15.6 CPNI related to a Party's subscribers obtained by virtue of this Agreement shall be such Party's Confidential Information and may not be used by the other Party for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only in accordance with this Section 15, unless the Party's subscriber expressly directs it to disclose such information to the other Party pursuant to the requirements of 47 U.S.C. §222(c)(2). If the other Party seeks and obtains written approval to use or disclose such CPNI from the Party's subscribers, such approval shall be obtained only in compliance with Section 222(c)(2) and, in the event such authorization is obtained, the requesting Party may use or disclose only such information as the Party provides pursuant to such authorization and may not use information that the requesting Party has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.
- 15.7 Except as otherwise expressly provided in this Section 15, nothing herein shall be construed as limiting the rights of either Party with respect to its subscriber information under Applicable Law, including without limitation 47 U.S.C. §222.

15.8 The provisions of this Section 15 shall survive the termination or expiration of this Agreement, but only for a period of two (2) years, except as may otherwise be required by law.

16. **Force Majeure**

16.1 In no event shall either Party have any claim or right against the other Party for any delay or failure of performance by such other Party, whether foreseen or foreseeable as of the date of this Agreement, if such delay or failure of performance is caused by or is the result of causes beyond the reasonable control of such other Party and is without such Party's fault or negligence (a "Force Majeure Event"), including, but not limited to, acts of God; fire; flood; epidemic or other natural catastrophe; adverse or severe weather; explosions; nuclear accidents; power blackouts; terrorist acts; laws, orders, rules, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter of this Agreement or any civil or military authority; the condemnation or taking by eminent domain of any of a Party's facilities used in connection with the provision of services to its subscribers; national emergency, insurrection, riot or war; labor difficulties or other similar occurrences.

16.2 In the event that a Force Majeure Event causes a Party to delay or fail to perform any obligation(s) under this Agreement, the delaying Party shall give prompt notice to the other Party and shall be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The delaying Party shall resume performance of its obligations as soon as practicable in a nondiscriminatory manner that does not favor its own provision of services over that of the non-delaying Party.

16.3 Notwithstanding Sections 16.1 and 16.2, preceding, no delay or other failure to perform shall be excused pursuant to this Part: (i) by the acts or omission of a Party's subcontractors, materialmen, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure condition, (ii) do not relate to environmental, health or safety conditions at Work Locations and, (iii) unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform.

17. **Compliance with Laws** In performing their respective obligations under this Agreement, the Parties shall, at their own expense, comply with all applicable local, state and federal laws, rules and regulations. Notwithstanding the mutual commitment contained in this Agreement, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

18. **Notices** All notices and communications concerning this Agreement shall be in writing and shall be addressed to:

18.1 If to North Pittsburgh:

Kevin J. Albaugh
Vice President, Regulatory Affairs
4008 Gibsonia Road
Gibsonia, PA 15044
Telephone: 724-443-9598
Email: kalbaugh@nptc.com

With a Copy to:

Patricia Armstrong, Esquire
Thomas, Thomas, Armstrong & Niesen
212 Locust Street
P. O. Box 9500
Harrisburg, PA 17108-9500
Telephone: 717-255-7600
Fax: 717-236-8278
Email: parmstrong@titanlaw.com

18.2 If to TCG:

L. Fredrik Cederqvist
Group Manager, ICA Negotiations
32 Avenue of the Americas, Room E561
New York, NY 10013
Telephone: 212-387-4018
Fax: 212-539-9492
Email: fcederqvist@att.com

With a Copy to:

Greg Hoffman
Senior Attorney, AT&T
32 Avenue of the Americas, Rm. 653
New York, NY 10013-2412
Telephone: 212-387-4701
Fax: 281-664-9946
Email: greghoffman@att.com

- 18.3 Notice shall be delivered personally, or sent by commercial overnight delivery service. Notice shall be deemed given on the date personally delivered to addressee, or on the next business day (in the case of notice sent by overnight delivery service); provided, however, that upon receipt of a returned notice marked "unclaimed," the sending Party shall make reasonable effort to contact and notify the other Party by telephone. Notice may also be sent by facsimile or e-mail; however the original of the facsimile or e-mail notice must be sent by overnight delivery service on the day the facsimile or email is sent in order for the delivery of facsimile or email notice to be deemed effected and, accordingly, notice by facsimile or email shall be deemed given on the next business day.
- 18.4 Any Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party.
19. **Authority** Each Party represents and warrants to the other that (a) it has full power and authority to enter into and perform this Agreement in accordance with its terms, (b) the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement, and (c) it has authority to do business in each Local Service Area in which it provides local exchange services to subscribers, and has obtained and will maintain all licenses, approvals and other authorizations necessary to provide such services and to perform its obligations under this Agreement, and (d) it, and each of its Authorized Entities, is an entity, duly organized, validly existing and in good standing under the laws of the state of its origin.
20. **Miscellaneous**
- 20.1 Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

- 20.2 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.
- 20.3 This Agreement is the joint work product of the Parties. Accordingly, in the event of ambiguity, no presumption shall be imposed against either Party by reason of document preparation.
- 20.4 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.
- 20.5 This Agreement between the Parties is nonexclusive. Nothing in this Agreement shall prevent either Party from entering into similar arrangements with any other entities.
- 20.6 Neither Party shall publish or use any advertising, sales, promotions, or other publicity materials that use the other Party's name, logo, trademarks or service marks without the prior written approval of the other Party. Nothing in this Agreement establishes a license for either Party to use any of the other Party's brands, marks or logos without the prior written approval of the other Party. Nothing herein shall be deemed to preclude either Party from engaging in lawful comparative advertising.
- 20.7 The headings of Articles and Parts of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.
- 20.8 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

- 20.9 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.
- 20.10 Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.
- 20.11 Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.
- 20.12 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of state tariffs of the Parties which shall be the Parties then applicable tariff.
- 20.13 The Parties agree that EAS traffic exchanged pursuant to this Agreement will be in accordance with the rules and regulations of the Commission. Both Parties acknowledge and agree that the exchange of EAS traffic does not constitute an interconnection agreement pursuant to 47 U.S.C. §251 or §252 or any rules promulgated by the FCC thereunder.
21. **Change of Law** If any legally binding change in law applicable to this agreement, including any legislative, regulatory, judicial or other government decision, order, determination or action, that materially affects any material provision of this Agreement or the ability of a Party to perform any material provision of this Agreement, the Parties shall, upon either Party's 30-day written notice, promptly renegotiate in good faith and amend this Agreement in writing in order to make such mutually acceptable revisions to this Agreement to the extent that such decision requires such change. In the event that the Parties are unable to reach a new agreement to reflect any required change, the Parties shall resolve any amendment pursuant to the dispute resolution terms and conditions set forth in this Agreement. For avoidance of doubt, this Section 21 shall also apply to situations where this Agreement defines the rights or obligations of either TCG or NPTC solely by reference to Applicable Law. The effective date of any amendment will be determined by the requirements, if any, of the decision which required the change in terms or, if none, by mutual agreement of the Parties. For purposes of this Section 21, legally binding means that the legal ruling has not been stayed; no request for a stay is pending, and if any deadline for requesting a stay is designated by statute or regulation, it has passed.

22. **Governing Law** This Agreement shall be governed by and construed under the domestic laws of the Commonwealth of Pennsylvania, without giving effect to its domestic or, where applicable, any federal conflicts of law principles.
23. **Entire Agreement** This Agreement and any Exhibits or tariffs that are incorporated herein by reference supersede any previous agreements between the Parties for the subject matter set forth herein. This Agreement constitutes the entire agreement between the Parties concerning its subject matter. This Agreement does not in any way affect either Party's obligation to pay the other Party for any goods or services unrelated to the scope of this Agreement provided by the other Party pursuant to a separate agreement or under tariff.

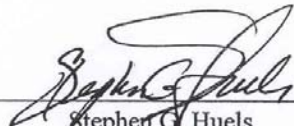
This Agreement can be modified only in writing, signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first set forth above.

NORTH PITTSBURGH
TELEPHONE COMPANY

TELEPORT COMMUNICATIONS GROUP

By: 
Kevin J. Albaugh
Vice President, Regulatory Affairs
4008 Gibsonia Road
Gibsonia, PA 15044
Telephone: 724-443-9598
Fax: 724-443-9434

By: 
Stephen G. Huels
Vice President
222 W. Adams St.
Chicago, IL 60606-5307
Telephone: 312-230-5535
Fax: 312-230-8886

Date: 4-28-05

Date: 4-27-05

ATTEST:

Secretary

ATTEST:
 4/27/05
Secretary

**LOCAL SERVICE EXCHANGES
AND
EAS ROUTES**

NPTC LOCAL SERVICE EXCHANGES

The NPTC local exchanges shall be based on the NPTC Local Exchange Areas as operated by NPTC as of February 8, 1996.

<u>EXCHANGE</u>	<u>NPA/NXX</u>
Cooperstown	724-898
Curtisville	724-265
Criders Corners	724-741
	724-742
	724-772
	724-776
	724-778
	724-779
Freeport	724-294
	724-295
Gibsonia	724-443
	724-444
	724-449
Mars	724-625
Saxonburg	724-352
	724-353
	724-360
Wexford	724-933
	724-934
	724-935
	724-940

TCG LOCAL SERVICE EXCHANGES

The TCG local exchanges shall be based on the Incumbent Local Exchange Areas as operated by the ILEC effective February 8, 1996.

<u>EXCHANGE</u>	<u>NPA/NXX</u>
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EXHIBIT A

Sheet 2 of 2

**EAS ROUTES
BETWEEN
NPTC AND TCG**

TWO-WAY EAS ROUTES:

- Route 1: TCG Perrysville to NPTC Wexford / NPTC Wexford to TCG Perrysville
- Route 2: TCG Zelienople to NPTC Criders Corners / NPTC Criders Corners to TCG Zelienople

ONE-WAY EAS ROUTES:

- Route 1: NPTC Freeport to TCG Tarentum
- Route 2: NPTC Criders Corners to TCG Perrysville
- Route 3: NPTC Mars to TCG Perrysville
- Route 4: NPTC Curtisville to TCG Tarentum
- Route 5: NPTC Gibsonia to TCG Glenshaw
- Route 6: NPTC Saxonburg to TCG Tarentum

RATE INFORMATION

Reciprocal Compensation Rate for EAS and ISP Traffic

- EAS Compensation Rate Per Minute
Delivered over the Direct Connection \$.002814

- EAS Compensation Rate Per Minute
Delivered over the Indirect Connection
Provided by the Transit LEC \$.002814

- ISP Compensation Rate Per Minute for all ISP
Minutes over the 3 to 1 Cap as Calculated in Exhibit C \$.0007

- ISP Traffic Minute Cap on TCG Invoices to NPTC 26,181,515

Compensation Rates for IntraLATA Toll Traffic

- For TCG Originated Traffic Delivered to NPTC over the direct and indirect facilities

The NPTC Intrastate IntraLATA Switched Access rates and terms are those set forth in the NPTC Intrastate Access Tariff PA P.U.C. No. 12, as that may be amended from time to time.

- For NPTC Originated Traffic Delivered to TCG over the direct and indirect facilities

The initial TCG Intrastate Call Completion rate per minute is \$.045
This rate will change effective with any NPTC Intrastate Switched Access rate change.

Transit Service

- Compensation rates and terms for transit service provided by NPTC to TCG are those set forth in the NPTC Intrastate Access Tariff PA P.U.C. No. 12, as that may be amended from time to time.

- Compensation rates and terms for transit service provided by TCG to NPTC are those set forth in the TCG Pittsburgh PA P.U.C. Tariff No. 4, as that may be amended from time to time.

Initial Percent Local Use Factor

- TCG PLU Factor for Traffic Terminating to NTPC 15%
- NPTC PLU Factor for Traffic Terminating to TCG 87%

The Initial PLUs will be updated as set forth in Section 6.2.

BILLING CALCULATION

Actual call detail will be used by the Parties to determine the applicable jurisdiction of the terminating traffic. When either Party receives insufficient call detail to determine the jurisdiction of some or all minutes of use, the terminating Party will apply the factor(s) provided by the other Party only to those minutes of use for which there is not sufficient call detail. Such factor(s) will be used until the customer provides an update to its factor(s).

Compensation between the Parties will be calculated as set forth in this Exhibit C.

TRAFFIC ORIGINATING FROM TCG AND TERMINATING TO NPTC

The measured Total IntraLATA Terminating Minutes which exclude any transit minutes delivered to a third party, will be multiplied by the Percent Local Usage (PLU) factor to calculate the EAS minutes. These EAS minutes are subtracted from the Total IntraLATA Terminating Minutes to calculate the Total IntraLATA Toll Minutes.

The Total IntraLATA Toll Minutes will be billed at the rates and terms as specified by NPTC’s applicable intrastate switched access tariff as set forth in Exhibit B. The EAS minutes will be multiplied by the Reciprocal Compensation Rate specified in Exhibit B.

An example of the calculation described above is as follows:

Example Calculation

A.	Total IntraLATA Terminating Minutes	100,000
B.	Percent Local Usage Factor (Example Factor Only – the actual factor is as set forth in Exhibit B)	15%
C.	Total IntraLATA EAS Minutes (Line A multiplied by Line B)	15,000

D.	Total IntraLATA Toll Minutes (Line C subtracted from Line A) These minutes are billed at the applicable NPTC intrastate switched access rates and terms as set forth in Exhibit B.	85,000
E.	Reciprocal Compensation Rate (EXAMPLE RATE ONLY – the actual rate is as set forth in Exhibit B)	\$.002814
F.	Total EAS Reciprocal Compensation Amount Due (Line C multiplied by Line E)	\$42.21

TRAFFIC ORIGINATING FROM NPTC AND TERMINATING TO TCG

The measured Total IntraLATA Terminating Minutes, which exclude any transit minutes delivered to a third party, will be multiplied by the Percent Local Usage (PLU) factor to calculate the Total IntraLATA EAS and ISP-bound Minutes. Total IntraLATA EAS and ISP-bound Minutes are subtracted from the Total IntraLATA Terminating Minutes to calculate the Total IntraLATA Toll Minutes. Total IntraLATA EAS and ISP-bound Minutes will be split between ISP-bound Minutes and Reciprocal Compensation Billable EAS Minutes. ISP-bound Minutes will be determined by calculating the number of the IntraLATA EAS and ISP-bound Minutes that exceed a 3:1 ratio of terminating to originating Minutes. Reciprocal Compensation Billable EAS Minutes are developed by multiplying Total IntraLATA EAS Minutes originating from TCG (terminating to NPTC) by three (3). The resulting Reciprocal Compensation Billable EAS Minutes will be subtracted from Total IntraLATA EAS and ISP-bound Minutes to identify ISP-bound Minutes.

The Total IntraLATA Toll Minutes will be billed at the rate as set forth in Exhibit B or as currently effective as set forth in Section 5.3.1. The Reciprocal Compensation Billable EAS Minutes will be multiplied by the Reciprocal Compensation Rate set forth in Exhibit B. The ISP-bound Minutes will be multiplied by the capped rate set forth in Exhibit B.

An example of the calculation described above is as follows:

Example Calculation

A.	Total IntraLATA Terminating Minutes	180,000
B.	Percent Local Usage Factor (EXAMPLE FACTOR ONLY – the actual factor is as set forth in Exhibit B)	87%
C.	Total IntraLATA EAS and ISP-Bound Minutes (Line A multiplied by Line B)	156,600
D.	Total IntraLATA Toll Minutes (Line C subtracted from Line A) These minutes are billed at the applicable TCG Intrastate switched access rate as set forth in Exhibit B.	23,400
E.	Reciprocal Compensation Billable EAS Minutes (TCG IntraLATA originating minutes to NPTC multiplied by 3) (Line C from example of Traffic Originating from TCG and Terminating to NPTC multiplied by 3)	45,000
F.	ISP-bound Minutes (Line E subtracted from Line C) (2003 CAP = 26,181,515)	111,600
G.	Reciprocal Compensation Rate (EXAMPLE RATE ONLY – the actual rate is as set forth in Exhibit B)	\$.002814
H.	Total Reciprocal Compensation Amount Due (Line E multiplied by Line G)	\$126.63
I.	ISP-bound Traffic Rate Cap (EXAMPLE RATE ONLY – the actual rate is as set forth in Exhibit B)	.0007
J.	ISP-bound Traffic Compensation (Line F multiplied by Line I)	\$78.12

TRANSIT TRAFFIC ROUTED BY EITHER PARTY TO A THIRD PARTY

The total transited traffic minutes which are routed to third parties shall be billed by the Transiting Party to the Originating Party at the rates and terms as specified in the Transiting Party's applicable intrastate switched access tariff identified in Exhibit B.