

INTERCONNECTION AGREEMENT

by and between

RCN Telecom Services, Inc.

and

**Commonwealth Telephone Company dba Frontier Communications Commonwealth
Telephone Company**

FOR THE STATE OF

Pennsylvania

TABLE OF CONTENTS

INTERCONNECTION AGREEMENT 1

1. Definitions 2

GENERAL TERMS AND CONDITIONS 6

2. Scope of the Agreement 6

3. Regulatory Authority 6

4. Term and Termination 7

5. Attachments 8

6. Applicable Law 8

7. Assignment 9

8. Audits 9

9. Billing and Payment; Disputed Amounts 10

10. Confidentiality 11

11. Counterparts 12

12. Dispute Resolution 12

13. Force Majeure 13

14. Good Faith Performance 13

15. Headings 13

16. Indemnification 13

17. Intellectual Property 14

18. Joint Work Product 14

19. Law Enforcement 14

20. Liability 15

21. Network Management 16

22. Non-Exclusive Remedies 17

23. Notice of Network Changes 17

24. Notices 17

25.	Performance Standards	18
26.	Publicity and Use of Trademarks or Service Marks.....	18
27.	References	18
28.	Relationship of the Parties	18
29.	Reservation of Rights	19
30.	Subcontractors	19
31.	Successors and Assigns	19
32.	Survival.....	19
33.	Taxes.....	19
34.	Third Party Beneficiaries	20
35.	Waiver.....	20
36.	Warranties	20
SIGNATURE PAGE.....		21
ADDITIONAL SERVICES ATTACHMENT.....		22
1.	Dialing Parity - Section 251(b)(3)	22
2.	Directory Assistance (DA) and Operator Services (OS).....	22
3.	Directory Listing and Directory Distribution	22
4.	Intercept and Referral Announcements	24
INTERCONNECTION ATTACHMENT		25
1.	General	25
2.	Initiating Interconnection.....	25
3.	Exchange of Traffic	25
4.	Compensation.....	27
5.	Billing.....	28
6.	Number Resources, Rate Center Areas and Routing Points	28
7.	Network Maintenance and Management	29
8.	Number Portability - Section 251(B)(2).....	29

PRICING ATTACHMENT 32

1. RCN and Commonwealth Telephone Company 32

2. Entrance Facility/Dedicated Transport Trunk Groups 32

INTERCONNECTION AGREEMENT

PREFACE

This Interconnection Agreement (the "Agreement") is entered into between RCN Telecom Services, Inc. ("RCN"), a Pennsylvania Corporation and Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company ("Commonwealth"), A Pennsylvania corporation, hereinafter collectively "the Parties" or, individually, as a "Party," pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended ("the Act"). The Agreement shall be deemed effective as upon approval by the Pennsylvania Public Utility Commission (the "Commission") ("Effective Date").

WHEREAS, the Parties wish to interconnect their networks pursuant to Section 251 of the Act for the purposes of transmission and termination of traffic on each other's network, which enable customers to originate and receive calls;

WHEREAS, the Parties wish to exchange Local Traffic (as defined herein) and Local Toll Traffic (as defined herein) in the Commonwealth of Pennsylvania by using either a third party to transit traffic between them or direct trunking arrangements;

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

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

WHEREAS, RCN 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.

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

DEFINITIONS

Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the State Commission. The Parties acknowledge that other terms appear in this Agreement that are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry.

- 1.1 "Applicable Law" means all effective laws, administrative rules and regulations, whether from the FCC or the Commission and any court orders, rulings and decisions from courts of competent jurisdiction, applicable to each Party's performance of its obligations under this Agreement.
- 1.2 "Act" means the Communications Act of 1934, as amended.
- 1.3 "Affiliate" is as defined in the Act.
- 1.4 "Business Day(s)" means the days of the week excluding Saturdays, Sundays and all official legal holidays.
- 1.5 "Central Office Switches" ("COs") - are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.5.1 "End Office Switches" ("EOs") are landline switches from which end user Telephone Exchange Services are directly connected and offered.
 - 1.5.2 "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.5.3 "Remote Switches" are switches in landline networks that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
 - 1.5.4 For avoidance of doubt, a single switching facility may provide any, or all, of the preceding functionalities.
- 1.6 "Common Transport" means a local interoffice transmission path between a third party Tandem Switch and a Party's Tandem and/or End Office switch or between a Party's End Office switch and a Remote Switch. Common transport is shared between multiple customers.
- 1.7 "Customer." A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.
- 1.8 "Commission" or "State Commission: The State Commission relevant to this agreement, which is the Pennsylvania Public Utility Commission.
- 1.9 "Direct Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc. within, between or among networks for the transmission and routing of exchange service and exchange access.

- 1.10 "Direct Traffic" means Local Traffic or Local Toll Traffic that is originated by one Party and terminated to the other Party by means of a Direct Interconnection.
- 1.11 "Entrance Facility" means the facilities between a Party's designated premises and the Central Office serving that designated premises.
- 1.12 "Exchange Access" shall have the meaning set forth in the Act.
- 1.13 "FCC" means the Federal Communications Commission.
- 1.14 "Incumbent Local Exchange Carrier" ("ILEC") is as defined in the Act.
- 1.15 "Indirect Traffic" (a/k/a "Transit Traffic") means Local Traffic or Local Toll Traffic that 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.
- 1.16 "Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.
- 1.17 "LERG" or "Local Exchange Routing Guide" – A Telcordia Technologies reference containing NPA/NXX routing and homing information.
- 1.18 "Local Exchange Carrier" ("LEC") is as defined in the Act
- 1.19 "Local Toll Traffic" means telecommunications traffic that is originated on one Party's network and terminates to the other Party's network outside the Local Calling Area or Extended Service Area ("EAS"), but within the Local Access and Transport Area (LATA), as determined by the NPA-NXX of the originating and terminating dialed numbers. Local Toll Traffic is not Local or EAS Traffic as defined in this Agreement. Local Toll Traffic is currently exchanged between the parties via the ILEC tandem over the same trunk groups as Local or EAS Traffic; the term "Local Toll Traffic" does not include any traffic delivered over a Feature Group D access trunk group.
- 1.20 "Local Calling Area" means an area, consisting of one or multiple neighboring telephone exchanges and as may include extended area service ("EAS") under 52 Pa. Code Section 63.71, between which, for a subscriber of basic, unbundled local exchange service, calls may be completed without the application of interexchange toll rates as is defined in the Commonwealth's tariffs on file at the Pennsylvania Public Utility Commission.
- 1.21 "Local Traffic" means, for purposes of this Agreement, telecommunications traffic that is originated by a Customer of either Party on that party's network and terminates to the other Party's network, within the originating customer's Local Calling Area. Local Traffic also includes Internet Service Provider ("ISP") traffic.
 - 1.21.1 This definition is not intended to limit or otherwise proscribe the local calling area that a Party may define for purposes of billing its retail end-user customers.
 - 1.21.2 In order to determine whether a call is Local or EAS, the rate centers or exchange location of the originating and terminating callers will be defined by the physical location of the originating and terminating callers.

- 1.22 "Rate Center" – The specific geographic area with which one or more Geographic NPA-NXXs assigned for the provision of Telephone Exchange Services is exclusively associated. The "Rate Center" of a particular Telephone Exchange Service is the Rate Center associated with the NPA-NXX designation of that Service.
- 1.23. "Reciprocal Compensation" – means a compensation arrangement between two carriers' in which each carrier receives compensation from the other carrier for the Transport and Termination of each carrier's network facilities of Local Traffic that originates on the network facilities of the other carrier.
- 1.24 "SS7" – Signaling System 7, the common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).
- 1.25 "Tandem Switching" means the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to the Parties and independent telephone companies.
- 1.26 "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 State Commission or FCC. Unless otherwise specified herein, references to Tariffs in this Agreement mean the Tariffs as in effect from time to time, including any modifications made after the Effective Date.
- 1.27 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.28 "Telecommunications Carrier" or "Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C. § 153.
- 1.29 "Telephone Exchange Service" shall have the meaning set forth in the Act.
- 1.30 "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.31 "Transit Traffic" means Local Traffic or Local Toll 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.
- 1.32 "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.

- 1.33 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and access services, are located.

GENERAL TERMS AND CONDITIONS

2. Scope of the Agreement

- 2.1 This Agreement includes the Principle Document, including the Attachments referenced in Section 5. This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for interconnection and the exchange of Indirect Traffic and Direct Traffic with the other's network under Sections 251 and 252 of the Act ("Interconnection Services"), where applicable. The Interconnection Services set forth herein address the exchange of telecommunications traffic between the Parties. Nothing in this agreement may be construed to compel either Party to interconnect with a Vonage-like interexchange Voice over Internet Protocol (VoIP) service provider under 47 U.S.C. Section 251(b) or to port numbers to such service provider.
- 2.2 This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitutes the entire matter thereof, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. Insofar as any of either party's tariffs are referenced, they are incorporated by reference with respect to such subject matter. In the event of any conflicts between the Tariffs and this Agreement, with respect to the subject matter of this Agreement, the Agreement shall control.
- 2.3 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.
- 2.4 Other interconnections are covered by separate contract, tariff or price lists. The Parties may also take such other services not covered by this agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement.
- 2.5 The services and facilities to be provided between the Parties in satisfaction of this Agreement may be provided pursuant to the Parties' respective Tariffs on file with the State Commission or FCC, but only to the extent that specific terms and conditions governing such services or facilities are not described in the Agreement.

3. Regulatory Authority

- 3.1 Except as provided in Section 3.4, the Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC (including, but not limited to the FCC Inter-carrier Compensation Proceeding) and the text of the Public Utility Code and the rules and regulations of the Commission as of the Effective Date ("Applicable Rules"). In the event of

any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing thirty (30) days prior 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.

- 3.2 Notwithstanding any other provision of this Agreement to the contrary, Section 3.1 shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect as of the effective date of the amendment. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either Party may proceed in accordance with Section 18; thereafter, if the parties are still unable to come to an agreement, the Parties shall present any such issues to the State Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.
- 3.3 Additional services, beyond those specified herein, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment hereto. No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated and signed by both parties.
- 3.4 If any part of this Agreement becomes or is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.
- 3.5. The Parties mutually agree that the Pricing Attachment of this Agreement is a negotiated agreement pursuant to Section 251(a)(1) of the Act, and is adopted by the Parties without regard to the requirements of Section 251(b)(5). Therefore, no Amended Rule implementing Section 251(b)(5) shall be deemed to require any amendment to the Pricing Attachment and this Agreement, unless such amendment is mutually agreed to by both Parties. Further, the Parties agree that the provisions of Section 30 have been negotiated as a whole, and represent a balancing of the interests of the Parties, and are therefore inseverable.
- 3.6 This Agreement, any and amendment or modification hereof, will be submitted to the Commission for approval, in accordance with Section 252 of the Act within ten (10) days after it has been signed by both parties. The Parties shall use their best efforts to obtain approval of this Agreement by any regulatory agency having jurisdiction over this Agreement. In the event that 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.

4. Term and Termination

- 4.1 This Agreement shall be deemed effective upon the Effective Date and, unless terminated earlier in accordance with the terms hereof, shall continue in effect for a period of three (3) years (the "Initial Term"), and thereafter, the Agreement shall continue in force and effect unless and until terminated as provided herein. Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received three (3) months prior to the proposed date of expiration.
- 4.2 If either Party requests renegotiation of this Agreement, this Agreement shall remain in effect until the Parties' execution of a new Interconnection Agreement. Should negotiations reach an impasse after the passage of three (3) months after the Initial Term expiration date, either Party can elect to petition the respective State commission to arbitrate any open issues. The parties hereto agree that the decision of the State commission with respect to such open issues shall be final and binding upon the parties, and the findings of the State commission shall be incorporated into the new Interconnection Agreement.
- 4.3 If either Party provides notice of termination pursuant to Section 4.1 and on or before the proposed date of termination, either Party has requested negotiation of a new Interconnection Agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof, this Agreement shall remain in effect until the effective date of a new Interconnection Agreement between the Parties.
- 4.4 If either party provides notice of termination pursuant to Section 4.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Party has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff.
- 4.5 A breach by either Party of any material provision of this Agreement, including but not limited to the failure to pay undisputed amounts owed under Section 9 of this Agreement, shall constitute an event of Default. Upon occurrence of an event of Default, the non-defaulting Party shall give written notice to the defaulting Party, setting forth the nature of the Default. The defaulting Party shall have thirty (30) days from receipt of written notice to cure such Default. If the defaulting Party shall have failed to cure the Default within the applicable cure period, the non-defaulting Party may elect to terminate this Agreement, whereupon neither Party shall have any claim against the other, except for claims that may have arisen prior to such termination, including for payment due on services rendered, and this Agreement shall be deemed terminated and of no force and effect.

5. Attachments

The following Attachments are a part of this Agreement: Additional Services Attachment, Interconnection Attachment and a 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

State of Pennsylvania, without regard to its conflicts of laws rules. 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 by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 6.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 6.5 If any 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. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, 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, without first pursuing dispute resolution in accordance with Section 12 of this Agreement.

7. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 7 shall be void and ineffective and constitute default of this Agreement.

8. Audits

- 8.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Effective Date.
- 8.2 Upon sixty (60) days written notice by the Requesting Party to the other Party ("Audited Party"), Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes that contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 60-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. The exchange of documents shall be subject to an agreement in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the Requesting Party. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

- 8.3 The Requesting Party shall bear all expenses in connection with the conduct of the Audit, including the reasonable cost of special data extraction required by the Requesting Party. For purposes of this Section 8.3, a "special data extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business.
- 8.4 Any agreed upon corrective action shall commence within thirty (30) days from Requesting Party's receipt of the final audit report to compensate on a going forward basis for any errors or omissions that are disclosed by such Audit, and are agreed to by the Parties. In the event of a disagreement by the Parties regarding any errors or omissions disclosed by the Audit, and the need for corrective action, then Section 14 (Good Faith Performance) will apply.
- 8.5 Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement. disclosed by the Audited Party to the accountants. 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. Billing and Payment; Disputed Amounts

- 9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.
- 9.2 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 thirty (30) days after the date the statement is received by the billed Party ("Due Date"). Payments shall be transmitted by electronic funds transfer, or if not available via electronic transfer, by check.
- 9.3 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. A Party may also dispute prospectively with a single notice a class of charges that it disputes. 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. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 12 (Dispute Resolution).
- 9.4 Undisputed charges due to the billing Party that are not paid by 30 days from the receipt of the invoice, 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. Failure to pay undisputed amounts within sixty-five (65) days of the invoice shall result in the termination of traffic exchange.

9.5 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.

10. Confidentiality

10.1 As used in this Section 10, "Proprietary Information" means the following confidential or proprietary information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 8;

10.1.2 Any forecasting information provided pursuant to this Agreement;

10.1.3 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);

10.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);

10.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and

10.1.6 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".

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 Proprietary Information pursuant to Sections 10.1.5 or 10.1.6.

10.2 Each Party hereto acknowledges that, in the performance of this Agreement, it will be privy to various Proprietary Information of the other Party. Each Party agrees that it will take all necessary and appropriate action to prevent the Proprietary Information of the other Party from being disclosed to or acquired by unauthorized or third parties, or to any person within its organization not having a need to know. Each Party hereby agrees to take appropriate action with respect to its employees, agents and third parties to ensure that the foregoing obligations of nonuse and nondisclosure of Proprietary Information under this Agreement are fully satisfied. The obligations expressed in Section 10 will remain binding upon both parties after this Agreement expires or is terminated.

- 10.3 The Receiving Party shall return or destroy all Proprietary 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 (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 10.4 The provisions of this Section 10 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 Customer Proprietary Network Information, as defined in Section 222 of the Act, provided by Applicable Law.

11. Counterparts

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

12. Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms, and those related to billing, payment and audits, shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time not to exceed sixty (60) days from receipt of written dispute notice, the Parties will escalate the dispute to their respective senior management (to be designated by each Party) for resolution for forty-five (45) days. Should escalation to senior management fail to resolve the dispute, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

A. Procedure. All disputes that cannot be amicably resolved shall be settled exclusively by binding arbitration in accordance with the rules of the American Arbitration Association, ("AAA"). The arbitration shall be held in Pennsylvania and shall be conducted by a single, mutually agreed upon, neutral arbitrator who shall be familiar with the business of telecommunications service providers. The arbitrator shall be bound by and shall strictly enforce the terms of the Agreement and may not limit, expand, or otherwise modify the terms of this Agreement. The arbitrator shall not have the power to award punitive damages or any damages that are excluded under this Agreement and each party irrevocably waives any claim thereto. The arbitrator shall not have the power to order pre-hearing discovery of documents or the taking of depositions. The arbitrator shall render a written decision within six months after being selected, which decision shall be final and binding upon the Parties and may be enforced by either party in any court of competent jurisdiction. Each party will bear its own expenses in connection with the arbitration, and will share equally the fees and expenses of the AAA and the arbitrator, unless the award otherwise provides.

B. Injunctive Relief. This Section (Dispute Resolution Procedures) shall not be construed to prohibit either party from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction; however, the arbitrator hearing the dispute to which the injunction pertains will have the power to modify or dissolve any such injunction, or to order additional injunctive relief, in connection with the final arbitration award. If court proceedings to stay litigation or compel arbitration under this Section (Dispute Resolution) are necessary, the party who unsuccessfully opposes such proceedings (as evidenced by the entry of a final, non-appealable order by a court of competent jurisdiction) shall pay all

associated costs, expenses, and attorneys' fees that the other party reasonably incurs in connection with such court proceedings.

C. Governing Law for Section. The United States Arbitration Act, 9 U.S.C. Sections 1-14, governs the interpretation and enforcement of this Section (Dispute Resolution Procedures).

13. Force Majeure

- 13.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence ("Force Majeure Events"). Force Majeure Events include, but are not limited to, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather.
- 13.2 No delay or other failure to perform shall be excused pursuant to this Section unless delay or failure and consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of such a delay, such party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference. Each party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

14. 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.

15. Headings

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

16. Indemnification

- 16.1 Each Party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other Party (the "Indemnified Party") from and against claims for damage to tangible personal or real property and/or personal injuries to the extent caused by negligence or willful misconduct or omission of the Indemnifying Party, violation of applicable law by the Indemnifying Party, and the Indemnifying Party's breach of any material term or condition of this Agreement.
- 16.2 To the extent not prohibited by law, the Indemnifying Party shall defend, indemnify, and hold the Indemnified Party harmless against any loss to a third party arising out of the negligence or willful misconduct of the Indemnifying Party

including, but not limited to, any and all claims of any nature whatsoever asserted by the Indemnifying Party's customers against the Indemnified Party.

- 16.3 The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the Indemnifying Party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 16.4 The Indemnifying Party shall not be liable for settlement by the Indemnified Party of any claim, lawsuit, or demand, if the Indemnifying Party has not approved the settlement in advance, unless the Indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. Approval of any settlement shall not be unreasonably withheld, provided that such settlement fully releases the Indemnifying Party from any further liability other than as set forth in the respective settlement agreement. In the event of such failure to assume defense, the Indemnifying Party shall be liable for any reasonable settlement made by the Indemnified Party without approval of the Indemnifying Party.
- 16.5 When the lines or services of other companies and Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Carriers.

17. Intellectual Property

- 17.1 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. 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.
- 17.2 Each Party (the "Indemnifying Party") shall have the obligation to defend, indemnify and hold harmless the other Party (the "Indemnified Party") from any liabilities, claims, demands, damages, costs, expenses (including reasonable attorneys' fees), and suits by any third party alleging or asserting that the Indemnified Party's use of any circuit, apparatus or system, or the use of any software, or the use of any facilities provided by the Indemnifying Party under this Agreement, constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

18. Joint Work Product

The Principal Document 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.

19. Law Enforcement

- 19.1 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.

- 19.2 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.
- 19.3 Where a law enforcement or national security 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 information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

20. Liability

- 20.1 As used in this Section 20, "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.
- 20.2 Except as otherwise stated in Section 20.4, 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 proportionate charge for the service(s) provided for the period during which the service was affected.
- 20.3 Except as otherwise stated in Section 20.4, 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.
- 20.4 Nothing contained in Sections 20.1 through 20.3 shall exclude or limit liability:
 - 20.4.1 under Sections 16, Indemnification, or 33, Taxes.
 - 20.4.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.
 - 20.4.3 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;
 - 20.4.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

20.4.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or

20.4.6 for negligent or intentionally wrongful acts or omissions.

These limitations 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.

20.5 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 20 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.

20.6 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.

21. Network Management

21.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

21.2 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.

21.3 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 interfere with or impair 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 any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

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

21.3.2 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.

21.3.3 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 have given 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; and taken other actions, if any, required by Applicable Law; and,

21.3.4 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.

21.4 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 standard procedures and operate in good faith for isolating and clearing the outage or trouble.

22. Non-Exclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

23. 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.

24. Notices

Notices. All notices required or permitted under this Agreement and all requests for approvals, consents, and waivers must be in writing and must be delivered by a method providing for proof of delivery (including express courier and facsimile or email if receipt is acknowledged by the recipient) and will be deemed delivered when actually received. Any notice or request will be delivered to the addresses/ees specified below until a different address has been designated by notice to the other.

For Commonwealth: Commonwealth Telephone Company
Commonwealth Telephone Services, Inc.
Address: 100 Lake Street
P.O. Box 1000B
Dallas, Pennsylvania 18612
Attention:
Fax: _____
E-mail: _____

For RCN: RCN Telecom Services, Inc.
196 Van Buren Street, Suite 300
Herndon, Virginia 20170
Attention: Joseph Kahl
Senior Director, Regulatory and External Affairs
Fax #: (610) 438-0133
E-mail: Joseph.Kahl@rcn.net

With a copy to: RCN Telecom Services, Inc.
196 Van Buren Street, Suite 300
Herndon, Virginia 20170
Attention: General Counsel
Fax #: (703) 434-8442

25. Performance Standards

Commonwealth shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

26. Publicity and Use of Trademarks or Service Marks

26.1 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.

26.2 Except as required by Applicable Law, neither Party may issue any press release, news release, or other publication about or concerning the other, including, without limitation, any publication concerning the terms and conditions of this Agreement, without the consent of the other Party, which may be granted or withheld in its sole discretion.

26.3 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.

26.4 Any violation of this Section 25 shall be considered a material breach of this Agreement.

27. References

27.1 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.

27.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Commonwealth 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).

28. Relationship of the Parties

It is the intention of the Parties that each shall be an independent contractor and 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.

29. 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; (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; and (e) to collect debts owed to it under any prior interconnection or resale agreements. 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.

30. Subcontractors

A Party may use a contractor of the Party (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.

31. 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.

32. Survival

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 that is expressly stated in this Agreement to survive termination or any obligation which, by its inherent nature, should survive.

33. Taxes

Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

34. 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 (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

35. Waiver

- 35.1 No waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 35.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 35.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

36. Warranties

- 36.1 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.
- 36.2 Except as otherwise provided herein, each Party shall perform its obligations hereunder at a performance level no less than the level which it uses for its own operations, or those of its Affiliates, but in no event shall a Party use less than reasonable care in the performance of its duties hereunder.

SIGNATURE PAGE

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

RCN Telecom Services, Inc.

Commonwealth Telephone Company dba Frontier
Communications Commonwealth Telephone
Company

By: Richard Hamtall

By: Richard Burson

Printed: Richard Hamtall

Printed: RICHARD BURSON
SVP CUSTOMER OPERATIONS

Title: SVP, Strategic & External
Affairs

Title: March 15, 2007

ADDITIONAL SERVICES ATTACHMENT

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 Assistance (DA) and Operator Services (OS)**

RCN may request that Commonwealth provide RCN with nondiscriminatory access to Commonwealth's directory assistance services (DA), IntraLATA operator call completion services (OS), and/or directory assistance listings database. If RCN makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.

3. **Directory Listing and Directory Distribution**

To the extent required by Applicable Law, Commonwealth will provide directory services to RCN. Such services will be provided in accordance with the terms set forth herein.

3.1 Listing Information.

As used herein, "Listing Information" means an RCN 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 Commonwealth deems necessary for the publication and delivery of directories.

3.2 Listing Information Supply.

RCN shall provide to Commonwealth on a regularly scheduled basis, at no charge, and in a format required by Commonwealth or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed) all Listing Information and the service address for each RCN Customer whose service address location falls within the geographic area covered by the relevant Commonwealth directory. RCN shall also provide to Commonwealth on a regularly scheduled basis: (a) information showing RCN Customers who have disconnected or terminated their service with RCN; and (b) delivery information for each non-listed or non-published RCN Customer to enable Commonwealth to perform its directory distribution responsibilities. Commonwealth shall promptly provide to RCN (normally within forty-eight (48) hours of receipt by Commonwealth, excluding non-business days) a query on any listing that is not acceptable.

3.3 Listing Inclusion and Distribution.

Consistent with Applicable Law and at no charge to RCN, Commonwealth shall include each RCN Customer's primary listing in the appropriate alphabetical directories (both print and electronic) and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Commonwealth in its sole discretion, and shall provide initial distribution of such directories to such RCN

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 RCN's Customers shall be interfiled with listings of Commonwealth's Customers and the Customers of other LECs included in the Commonwealth directories. RCN shall pay Commonwealth's tariffed charges/the charges set forth in the Pricing Attachment for additional, foreign, and other listings products (as documented in local Tariff) for RCN Customers. Commonwealth will not provide a minimum number of listings per order.

3.4 Commonwealth Information.

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

3.5 Confidentiality of Listing Information.

Commonwealth shall accord RCN Listing Information the same level of confidentiality that Commonwealth accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services. Commonwealth is prohibited from using or licensing RCN Listing Information for direct marketing, or any other purposes other than for directory publishing.

3.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of RCN Customer listings. At RCN's request, Commonwealth shall provide RCN with a report of all RCN Customer listings in a reasonable timeframe prior to the service order close date for the applicable directory. Commonwealth shall process any corrections made by RCN with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

3.7 Indemnification.

RCN shall adhere to all practices, standards, and ethical requirements established by Commonwealth with regard to listings. By providing Commonwealth with Listing Information, RCN represents to Commonwealth that RCN has the right to provide such Listing Information to Commonwealth on behalf of its Customers. RCN shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing.

3.8 Liability.

Commonwealth's liability to RCN in the event of a Commonwealth error in or omission of a RCN Customer listing shall not exceed the greater amount of the charges actually paid by RCN for such listing or the amount by which Commonwealth would be liable to its own Customer for such error or omission.

4. Intercept and Referral Announcements

- 4.1 When a Customer changes its service provider from Commonwealth to RCN or from RCN to Commonwealth, 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.
- 4.2 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.
- 4.3 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.

INTERCONNECTION ATTACHMENT

1. General

Each Party shall provide to the other Party, in accordance with this Agreement and to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection at a mutually agreeable Point(s) on either Party's network in a LATA for the transmission and routing of Local Traffic and Local Toll Traffic to the other party's network.

2. Initiating Interconnection

The Parties shall use commercially reasonable efforts to commence the joint network implementation process for the physical interconnection of their networks within five (5) business days after both Parties have signed the Agreement. The Parties shall further use their reasonable commercial efforts to complete the joint implementation process within 45 days after both Parties have signed the Agreement. The Parties also agree to use commercially reasonable efforts to complete physical interconnection of facilities within 60 days after the Agreement has been signed. If factors outside of the Parties control delay the completion of the physical interconnection (such as any delay associated with delivery of necessary equipment or facilities from vendors), the Parties agree to renegotiate a mutually agreeable timeframe for completion.

3. Exchange of Traffic

3.1 Local and Local Toll Traffic.

- 3.1.1 Each Party shall make all necessary arrangements to arrange for the transport and termination of Local Traffic and Local Toll Traffic to the other Party's network.
- 3.1.2 Initially, the traffic will be exchanged indirectly through tandem transit arrangements for indirect interconnection. However, when traffic reaches a level that would require more than 24 trunks on a dedicated trunk basis to achieve a busy hour P.01 level probability of blocking, the Parties agree to establish a direct, dedicated interconnection within sixty (60) days following notice by either party that this level of traffic has been reached.

3.2 Indirect Traffic.

- 3.2.1 The Parties will send each other Indirect Traffic through a third party intermediary transiting service.
- 3.2.2 Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with a third party for indirect traffic exchanged between the carriers. Each Party acknowledges that the other Party does not have any responsibility to pay any third party Telecommunications Carrier charges for termination of any Indirect Traffic from the originating Party.
- 3.2.3 Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting Party.

3.2.4 Each Party shall: (a) Adopt the Rate Center areas and Rate Center points that are identical to those used by the dominant incumbent LEC; (b) Provide Calling Party Number ("CPN") on at least ninety-five percent (95%) of all traffic delivered to the other Party; and (c) Work cooperatively with the other Party to forecast volumes of Indirect traffic to be exchanged pursuant to this agreement. Such forecasts are to be made in a mutually agreed-upon format and schedule, in order to permit each Party to appropriately design and groom its own network.

3.3 Direct Trunking.

3.3.1 Should the parties agree to direct connect any of their switches to each other or should traffic levels described in section 3.1.2 be reached requiring direct interconnection, such trunking arrangements shall be implemented consistent with the following requirements:

A. Direct interconnection shall consist of a meet point at a technically feasible point of interconnection ("POI") on Commonwealth-owned facilities, unless otherwise mutually agreed upon by the Parties.

B. The Parties shall install two-way (2-way) trunk groups as identified by the Parties for traffic both originated and terminated by each of the Parties between the points of interconnection.

C. Each Party shall be financially and operationally responsible for the costs of providing facilities from its network to the POI, or as mutually agreed upon by the Parties.

D. When direct trunking is established, indirect interconnection shall be available for overflow traffic on an emergency basis only, with additional trunks established within sixty (60) days to eliminate overflow. RCN and Commonwealth will review overflow every sixty (60) days and discuss additional trunking to resolve overflow issues.

E. The Parties shall jointly perform all necessary control office functions for the trunk group.

3.3.2 The parties agree to the following parameters for transmission and routing of Local and Local Toll Traffic in direct trunking arrangements:

A. Where direct trunking is used, trunking will be established at the DS-1/DS-3/STS-1/OC-3 level or higher as agreed upon by the Parties.

B. Where direct trunking is used, each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS EDF protocol for 64 kbps clear channel transmission between the Parties' respective networks.

C. Each Party will identify its Customer Identification Code (CIC) (from its intra-network CIC set aside) and Operating Company Number (OCN) to the other Party when ordering a trunk group.

D. Expenses For Direct Trunks. The Parties shall bear proportional costs for the installation and repair of the direct trunks. The direct trunking facility costs will be shared on a proportional billing basis corresponding to each party's previous quarterly percentage of originating traffic compared to the total

3.4 Leased Transport.

The Parties may utilize their owned or leased transport from third party or competitive access providers to interconnect their networks at the mutually agreed upon interconnection point or points. The Parties agree to configure owned or leased transport for two-way traffic exchange.

3.5 Signaling.

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

4. Compensation

4.1 Local Traffic: The Parties agree that traffic has been determined to be in balance and therefore no terminating compensation for any local traffic will apply. This applies to both Direct and Indirect Interconnection arrangements.

4.2 Local Toll Traffic: Rates for terminating intraLATA toll traffic for both RCN and Commonwealth shall be each Party's prevailing tariffed intrastate Switched Access rates, which in no event will be higher than Commonwealth's intrastate access rate absent the provision of cost justification. This applies to both Direct and Indirect Interconnection arrangements.

4.3 Percent Local Usage ("PLU") – Local Traffic:

As of the effective date of this Agreement, the Parties may be unable to measure the amount of Local and Local-Toll traffic exchanged between the Parties. For the purposes of this Agreement, the Parties agree to use a PLU as detailed in the Pricing Attachment as a fair estimate of the amount of Local traffic exchanged between the Parties. This percentage will remain in effect until amended as provided herein. The PLU percentage will be applied to total Local and Local-Toll minutes to derive Local Traffic minutes. The remaining amount will be Local-Toll minutes. Notwithstanding the foregoing, if either Party provides to the other a valid Local and Local-Toll traffic study or otherwise requests a reexamination of the network configuration of either Parties' network, the Parties will use such Local and Local-Toll traffic study or reexamination to negotiate in good faith a mutually acceptable revised PLU percentage. The Parties agree to cooperate in good faith to amend this agreement to reflect this revised PLU percentage and such revised percentage will be effective upon amendment of this agreement, including any State Commission approval, if required. Such studies or reexaminations will be conducted no more frequently than once annually.

4.4 Information Access Traffic.

To the extent that the end user and the ISP are physically located in the same Commonwealth local calling area, Information Access Traffic shall not be subject to reciprocal compensation.

5. Billing

- 5.1 Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. If necessary, the originating Party will provide summarized high level originating billing information to the terminating Party if technically feasible. Further billing details will be made available on a sample file basis.
- 5.2 If the originating Party cannot provide the originating billing information to the terminating Party, and the third party transiting company does not provide billing information, the originating and terminating Parties will work together to reach a mutually agreeable solution to compensate the terminating Party.
- 5.3 When a third party's tandem and/or transit service is used to interconnect the Parties, measurements provided by the third party may be used to determine the traffic volumes between the Parties for compensation purposes.

6. Number Resources, Rate Center Areas and Routing Points

- 6.1 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.
- 6.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 6.3 The local calling area for both parties shall be adopted from Commonwealth's Pennsylvania tariff. RCN agrees to use Commonwealth's local calling area, including the rating of a call based upon its physical points of origination and termination, for purposes of intercarrier compensation. During the term of this Agreement, RCN shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Commonwealth within the LATA and Tandem serving area. RCN 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 LEC industry adopts alternative methods of utilizing NXXs.
- 6.4 RCN will also designate a Routing Point for each assigned NXX code. RCN shall designate one location for each Rate Center Area in which RCN 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 RCN will be routed in the same manner as calls to RCN's initial NXXs.
- 6.5 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 RCN's choices regarding the size of the local calling area(s) that RCN may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Commonwealth's local calling areas.

- 6.6 Virtual NXX.
RCN is currently not using Virtual NXX ("VNXX") traffic routing for NXX codes homed to Commonwealth rate centers or to non-Commonwealth rate centers within Commonwealth's local calling areas (i.e., EAS arrangements) and shall provide written notice to Commonwealth if and when it uses such VNXX traffic routing, at which point VNXX traffic will be exchanged and compensated like other calls (i.e. using Commonwealth's local calling area as defined by physical point of the call). Parties may negotiate a different rate of compensation and, if necessary, seek arbitration by the Commission of unresolved issues in such negotiation, based on the Commission's then-current rules regarding VNXX traffic. Whatever rate is ultimately negotiated or arbitrated will be applied retroactively to the date that RCN notified Commonwealth that it began using VNXX routing.

7. Network Maintenance and Management

7.1 General Requirements.

Each Party shall provide a 24 hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.

7.2 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 on a nondiscriminatory basis. 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.

7.3 Traffic and Facilities Notification.

Parties shall use reasonable efforts to notify the other party of a significant increase in traffic volume is anticipated for an established transit route. This notice can take the form of a written notice, or any other form mutually agreed to by the Parties.

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

8.1 Scope.

The Parties shall provide local number portability (LNP) in accordance with rules and regulations as from time to time prescribed by the Commission and FCC.

LNP is a service arrangement by, between, and among Carriers which allows a Customer to obtain local exchange service from a different local exchange service provider and retain its then existing telephone number at a location within the same rate center area.

8.2 Procedures for Providing LNP.

- 8.2.1 The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.
- 8.2.2 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.
- 8.2.3 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.
- 8.2.4 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.
- 8.2.5 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 8.2.6 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.
- 8.2.7 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted below, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es).

- 8.2.8 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 8.2.9 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.
- 8.2.10 RCN will not request, nor shall it attempt to port, customer numbers outside the rate center where the customer is physically located (i.e., no locational porting).

8.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

PRICING ATTACHMENT

RECIPROCAL COMPENSATION, TRAFFIC EXCHANGE FACTORS AND TRANSPORT

1. RCN and Commonwealth Telephone Company

1.1 Recip Comp/Local Traffic Rate: Traffic shall be treated as balanced with no terminating compensation for any local traffic. Information Access Traffic, to the extent that the end user and the ISP are physically located in the same Commonwealth Telephone Company local calling area, shall not be subject to reciprocal compensation.

1.2 Local Toll/IntraLATA Exchange Access Traffic Rate: Rates for terminating intraLATA toll traffic for both RCN and Commonwealth Telephone Company will be each Party's prevailing tariffed intrastate Switched Access rates, which in no event will be higher than Commonwealth Telephone Company's intrastate access rate absent the provision of cost justification.

1.3 Percent Local Usage (PLU): To Be Determined

2. Entrance Facility/Dedicated Transport Trunk Groups

To Be Determined

ADDENDUM ONE TO WIRELINE INTERCONNECTION AGREEMENT

This Addendum One to the Interconnection Agreement is made and entered into this 4th day of May, 2007 by and between Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company ("CTCO"), an incumbent local exchange carrier and RCN, Telecom Services, Inc. ("RCN"), a competitive local exchange carrier. CTCO and RCN may also be referred to singularly as a "Party" or collectively as the "Parties".

WHEREAS, CTCO and RCN entered into that certain Interconnection Agreement filed with the Pennsylvania Public Utility Commission ("Commission") for approval on April 11, 2007 to be effective upon approval by the Commission ("Original Agreement").

WHEREAS, the Parties wish to add a certain term to the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. The following Section 37 will be added to the Original Agreement under "General Terms and Conditions":

"37. 911/E911.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to the Wireline Interconnection Agreement to be executed as of the date set forth above.

Commonwealth Telephone Company
dba Frontier Communications
Commonwealth Telephone Company

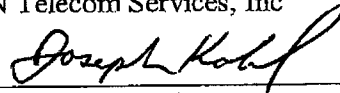


Name:

Title:

RICHARD BURSON
SVP CUSTOMER OPERATIONS

RCN Telecom Services, Inc



Name: Joseph Kahl

Title: Sr. Director, Regulatory Affairs