

INTERCONNECTION AGREEMENT

BY AND BETWEEN

**COMMONWEALTH TELEPHONE COMPANY DBA FRONTIER COMMUNICATIONS
COMMONWEALTH TELEPHONE COMPANY**

AND

SPRINT COMMUNICATIONS COMPANY L.P.

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This Interconnection Agreement (“Agreement”) is made effective upon approval by the Pennsylvania Public Utility Commission or the date the Agreement is deemed approved under 47 USC 252 by and between Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company (“CTCO”), a Pennsylvania corporation with offices at 100 CTE Drive, Dallas, Pennsylvania 18612 and Sprint Communications Company L.P. (“Sprint”) a Delaware limited partnership with offices at 6160 Sprint Parkway, Overland Park, KS 66251. Notwithstanding the parties will begin implementation discussions and activities after signature by both parties. CTCO and Sprint may also be referred to herein singularly as a “Party” or collectively as the “Parties.”

BACKGROUND

The Parties are entering into this agreement under Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the “Act”).

CTCO is an incumbent local exchange carrier and Sprint is a competitive local exchange carrier in the Commonwealth of Pennsylvania.

The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act and applicable law.

The Parties wish to interconnect their networks for the exchange of Telecommunications Traffic.

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1. Term of Agreement
 - 1.1. This Agreement is effective upon signature by both parties and has an initial term of two years. The term of this Agreement shall commence on the Effective Date noted above. Unless renegotiated or terminated pursuant to this Section 1, this Agreement will automatically renew for successive one year periods.
 - 1.2. Sprint may seek to negotiate a new agreement by either
 - 1.2.1. Providing written notice to CTCO at least sixty (60) days prior to expiration of the initial term or any succeeding term; or,

- 1.2.2. If CTCO sends a timely notice to terminate under section 1.3, Sprint may provide CTCO with a written notice to re-negotiate within (60) days of receiving CTCO's notice to terminate.
 - 1.3. Either party may seek to terminate this Agreement by providing written notice to the other Party at least sixty (60) days but no more than 90 days prior to expiration of the initial term or any succeeding term. If CTCO sends a timely notice to terminate and Sprint replies with a timely notice for re-negotiation under section 1.2.2, this Agreement will continue in full force and effect until such new Agreement is effective through either negotiation, mediation or arbitration under Section 252 of the Act. If the time period for negotiation, mediation or arbitration under Section 252 of the Act has expired and the parties have not agreed to an extension and neither Party has filed a petition for arbitration or a request for mediation, then the terms of section 1.4 will apply.
 - 1.4. Subject to 1.3, unless otherwise mutually agreed to between the Parties, if this Agreement is terminated for any reason and the Parties continue to terminate traffic for the other Party, then the terms and conditions contained herein shall continue to apply to such termination of traffic until a new arrangement is in place between the Parties; however, the Parties hereby agree that this Agreement shall not be extended for a period of longer than six (6) months without negotiation and execution of a new agreement. Notwithstanding, the Parties agree to continue to exchange traffic and provide related services after such six (6) month period.

2. Scope

- 2.1. This Agreement is for Interconnection, the exchange of Telecommunications Traffic between Sprint and CTCO and related services as required by the Act and applicable law. This Agreement may be used by Sprint to provide retail services or wholesale services to third-party customers, however the Parties agree that Sprint will not provide wholesale network services to CMRS carriers under the terms of this Agreement. The third-party Telecommunications Traffic Sprint delivers to CTCO is treated under this Agreement as Sprint Telecommunications Traffic, and Sprint will be billed by CTCO for all charges associated with that traffic subject to the terms and conditions of this Agreement. In addition, either Party may offer information services through the same arrangement under 47 C.F.R. 51.100(b).
- 2.2. The Parties agree that Sprint originated traffic terminated by CTCO is Telecommunications Traffic and that services requested from CTCO are for Telecommunications Services.

- 2.3. The Parties agree that CTCO originated traffic terminated by Sprint is Telecommunications Traffic.
- 2.4. Nothing in this Agreement alters or otherwise affects in any manner the local calling areas or services offered by either Party to its End Users.

3. Definitions

- 3.1. Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.
- 3.2. Act, as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.
- 3.3. Bill and Keep means that neither Party charges the other Party for Reciprocal Compensation or for local termination of ISP bound traffic originated by the other Party's End User.
- 3.4. Commission means the Pennsylvania Public Utility Commission.
- 3.5. EAS Traffic means two-way traffic that falls within the definition of "EAS" as set forth in Commission-approved ILEC tariffs and regulatory rules and orders that is exchanged between the Parties.
- 3.6. End User means the residence or business subscriber or other ultimate user of telecommunications services provided by either of the Parties or, when Sprint has a business arrangement with a third party last mile provider for interconnection services, the ultimate user of voice services provided by the last mile provider
- 3.7. Exchange Traffic means traffic that is originated by an End User subscriber of one Party on that Party's network and terminates to an End User subscriber of the other Party on that other Party's network within a given local calling area, or mandatory EAS Traffic.
- 3.8. Exchange Access shall have the meaning set forth in the Act.
- 3.9. Extended Area Service ("EAS") means a service arrangement whereby End Users in a specific local service exchange area are provided the ability to place and receive interexchange calls to End Users in another local

service exchange area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service.

- 3.10. Interconnection means the direct or indirect linking of the Parties' networks for the exchange of Telecommunications Traffic.
- 3.11. Interconnection Facility is the dedicated transport facility used to connect the two Parties' networks.
- 3.12. Interconnection Point (IP) is the point on each Party's network where the reciprocal compensation obligation begins.
- 3.13. Local Access and Transport Area ("LATA") is as defined in the Act.
- 3.14. Meet Point Billing Arrangement is an arrangement whereby the Parties jointly provide to a third party the local transport elements of a Switched Access Service, utilizing a CTCO Tandem Switch to route traffic between a CLEC end office switch and the third party, where each Party applies Multiple Bill/Multiple Tariff for its appropriate share of the transport element revenues as provided in its effective tariffs governing their provision of Switched Access Service.
- 3.15. Mid-Span Fiber Meet is an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon IP.
- 3.16. Point of Interconnection or "POI" means the physical location(s) at which the Parties' networks meet for the purpose of exchanging traffic.
- 3.17. Rate Center Area or Exchange Area means the specific geographic point and corresponding geographic area which has been identified by a given LEC or CMRS provider as being associated with a particular NPA-NXX code assigned to the LEC or CMRS provider for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC or CMRS provider has identified as the area within which it will provide Telephone Exchange or wireless services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. A "Rate Center Point" is a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing customers for distance-sensitive Telephone Exchange Services and Toll Traffic.
- 3.18. Reciprocal Compensation as defined in 47 C.F.R. 51.701(e) and means an arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of telecommunications traffic as defined in 47 C.F.R. 51.701(b)(1) that originates on the network

facilities of the other carrier. Specifically, 47 C.F.R. 51.701(b)(1) provides that the telecommunications traffic that is subject to reciprocal compensation is "telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access, or exchange services for such access (see FCC 01-131, paragraphs 34, 36, 39, 42-43)".

- 3.19. Tandem Switch or Tandem means a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide switched exchange access services. Where a switch is employed as a combination end office/tandem, the term Tandem shall only apply to the switch partition providing the tandem functionality. As used in this Agreement, tandem or tandem switch refers to a CTCO access tandem.
- 3.20. Telecommunications Services is as defined in 47 U.S.C. 153(46).
- 3.21. Telecommunications Traffic is exchange traffic, ISP bound traffic, Transit Traffic and exchange access traffic.

4. Billing and Payments

- 4.1. The Parties will bill each other for all charges due on a monthly basis and all such charges, except those in dispute, are payable within thirty days of the bill date but no less than twenty days after receipt of the bill. Any undisputed amounts not paid when due accrue interest from the date such amounts were due at the highest rate of interest that may be charged under applicable law or 1.5% per month whichever is lower.
- 4.2. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the dispute resolution provisions of this Agreement.
- 4.3. If a billing dispute is resolved in favor of the billing Party, any payment withheld pending settlement of the dispute will be subject to the late payment interest set forth in Section 4.1. If the billing dispute is resolved in favor of the billed Party and payment was made, any refund will be subject to interest at the same rate as the late payment interest set forth in Section 4.1.

5. Audits

- 5.1. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement.
- 5.2. Any audit will be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.
- 5.3. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties.
- 5.4. In addition to the audit rights in section 5.1, if CTCO uses a third-party to provide any services under this Agreement, including but not limited to 911 or directory listings, CTCO will reasonably cooperate with Sprint to obtain the necessary documentation to conduct an audit related to those services.

6. Limitation of Liability

- 6.1. The Parties agree to limit liability in accordance with this Section.
- 6.2. Except for damages resulting from the willful or intentional misconduct of one or both Parties, the liability of either Party to the other Party for damages arising out of (i) failure to comply with a direction to install, restore or terminate facilities, or (ii) 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 rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects occur. Because of the mutual nature of the exchange of Telecommunications Traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero.
- 6.3. Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for any indirect,

incidental, special or consequential damages including but not limited to damages for lost profits or revenues, regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's liability with respect to its indemnification obligations under Section 8 of this Agreement.

6.4. Except in the instance of harm resulting from an intentional action or willful misconduct, the Parties agree that neither Party shall be liable to the End User of the other Party in connection with its provision of services to the other Party under this Agreement. 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 End Users that may be contained in either Party's applicable tariff(s) or applicable End User contracts.

7. No Warranties.

7.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. Indemnification

8.1. Each Party (the "Indemnifying Party") shall release, indemnify, defend and hold harmless the other Party ("Indemnified Party") from and against all third party losses, claims, demands, damages, expenses (including reasonable attorney's fees), suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, (i) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the act(s) or omission(s) of the Indemnifying Party, regardless of the form of action, or (ii) whether suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provisioning of services to the Indemnifying Party under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party, or (iii) arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness.

Notwithstanding the foregoing, nothing contained herein shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulation or laws for the Indemnified Party's provisioning of said services.

- 8.2. The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party, (iii) assert any and all provisions in its tariff that limit liability to third parties as a bar to any recovery by the third-party claimant in excess of such limitation. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, except that if the Indemnifying Party does not promptly assume or diligently pursue the tendered action, then the Indemnified Party may proceed to defend or settle said action at the expense of the Indemnifying Party.
- 8.3. The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance, and in writing and such approval by the Indemnifying Party shall not be unreasonably withheld, or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

9. Force Majeure

- 9.1. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts. If performance of either Party's obligations is delayed under this Section, the due date for the performance of the

original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party will perform its obligations at a performance level no less than that which it uses for its own operations.

10. Nondisclosure of Proprietary Information

10.1. It may be necessary for the Parties to exchange with each other certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, Customer Proprietary Network Information (“CPNI”) and Carrier Proprietary Information (“CPI”) as those terms are defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and similar information (collectively, “Confidential Information”). Confidential Information includes (i) all information delivered in written form; (ii) oral information ; (iii) information derived by the Recipient (as hereinafter defined) from a Disclosing Party’s (as hereinafter defined) usage of the Recipient’s network; and (iv) or information that the circumstances surrounding disclosure or the nature of the information suggests that such information is proprietary or should be treated as confidential or proprietary. The Confidential Information will remain the property of the Disclosing Party and is proprietary to the Disclosing Party. Recipient will protect Confidential Information as the Recipient would protect its own proprietary information, including but not limited to protecting the Confidential Information from distribution, disclosure, or dissemination to anyone except employees or duly authorized agents of the Parties with a need to know such information and which the affected employees and agents agree to be bound by the terms of this Section. Confidential Information will not be disclosed or used for any purpose other than to provide service as specified in this Agreement, or upon such other terms as may be agreed to by the Parties in writing. For purposes of this Section, the Disclosing Party means the owner of the Confidential Information, and the Recipient means the party to whom Confidential Information is disclosed.

10.2. Recipient has no obligation to safeguard Confidential Information (i) which was in the Recipient’s possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party’s Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that

Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will cooperate with the Disclosing Party to obtain a protective order and to limit the scope of such disclosure. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

- 10.3. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party is entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. These remedies are not exclusive, but are in addition to all other remedies available at law or in equity.

11. Notices

- 11.1. Notice given by one Party to the other under this Agreement must be in writing and delivered by hand, overnight courier or pre-paid first class mail certified U.S mail, return receipt requested, and is effective when received and properly addressed to:

For Sprint:
Manager, ICA Solutions
KSOPHA0310-3B268
6330 Sprint Parkway
Overland Park, KS 66251
(913) 762-4847

With a copy to:

Legal/Telecom Mgmnt Privacy Group
Mailstop: KSOPKN0214-2A568
6450 Sprint Parkway
Overland Park, KS 66251
913-315-9348

For CTCO:

Commonwealth Telephone Company
100 CTE Drive
Dallas, Pennsylvania 18612
Attention: Carrier Relations Manager
Fax: (570) 631-8017

With a copy to:

Commonwealth Telephone Company
100 CTE Drive
Dallas, Pennsylvania 18612
Attention: General Counsel
Facsimile: (570) 631-8000

- 11.2. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

12. Dispute Resolution

- 12.1. If any matter is subject to a dispute between the Parties, the disputing Party will give written notice to the other Party of the dispute. Each Party to this Agreement will appoint a good faith representative to resolve any dispute arising under this Agreement.
- 12.2. If the parties are unable to resolve the issues related to the dispute in the normal course of business within thirty Days after delivery of notice of the dispute to the other party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. If negotiations do not resolve the dispute, then either party may proceed with any remedy available to it pursuant to law, equity, or agency mechanisms. Notwithstanding the above provisions, if the dispute arises from a service affecting issue, either Party may immediately seek any available remedy.
- 12.3. Each party waives its right to a jury trial in any court action arising among the Parties under this Agreement or otherwise related to this Agreement, whether made by claim, counterclaim, third-party claim or otherwise. The agreement of each party to waive its right to a jury trial will be binding on its successors and assigns.

13. Miscellaneous

- 13.1. Amendments. No amendment of this Agreement is valid unless it is in writing and signed by both Parties.
- 13.2. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party.

- 13.3. Taxes. Each Party is responsible for any and all taxes and surcharges arising from its conduct under this Agreement and shall, consistent with Section 6 indemnify and hold harmless the other Party for its failure to pay and/or report any applicable taxes and surcharges. To the extent that an exemption applies, the Party who owes the tax obligation shall furnish the other Party with a valid tax exemption certificate. The Party providing a valid, applicable tax exemption certificate or other appropriate proof of exemption is not required to pay the tax or surcharge.
- 13.4. Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement.
- 13.5. Publicity. Neither Party nor its subcontractors or agents will use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without that Party's prior written consent, except for the purpose of comparative advertising .
- 13.6. Default. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give thirty (30) days written notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution procedures set forth in this Agreement.
- 13.7. Waiver. Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by written documentation by the other Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver.
- 13.8. Change of Law. If a federal or state regulatory agency or a court of competent jurisdiction issues a rule, regulation, law or order which has the effect of canceling, changing, or superseding any material term or provision of this Agreement then the Parties will negotiate in good faith to modify this Agreement in a manner consistent with the form, intent and purpose of this Agreement and as necessary to comply with such change of law. 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 invoke the Dispute Resolution provisions of this Agreement, 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 change in law.

- 13.9. No Third-Party Beneficiaries. This Agreement does not provide any third party with any benefit, remedy, claim, right of action or other right.
- 13.10. Governing Law. To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement is governed by, and construed in accordance with, the laws and regulations of the FCC, the Commission and the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles.
- 13.11. Severability. If any part of this Agreement is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity will affect only the portion of the Agreement which is unenforceable or invalid. In all other respects this Agreement will stand as if the invalid provision had not been a part thereof, and the remainder of the Agreement remains in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in good faith to replace the unenforceable language with language that reflects the intent of the Parties as closely as possible. If replacement language cannot be agreed upon, either Party may request dispute resolution pursuant to Section 12.
- 13.12. Assignment. This Agreement will be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party will be void ab initio, provided however that consent will not be unreasonably withheld, conditioned or delayed. Consent is not required if assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction.
- 13.13. Insurance. During the term of this Agreement, Sprint shall maintain all insurance and/or bonds required to satisfy its obligations under this Agreement and all insurance and/or bonds required by applicable law. Sprint must provide adequate proof of such insurance to CTCo upon request. CTCo shall be notified in writing at least thirty (30) days prior to cancellation of, or any material changes in, the insurance specified in this section 13.13.
- 13.14. Discontinuance of Service by Sprint. In the event that Sprint discontinues or proposes to discontinue its provision of service to all or substantially all of its customers for any reason, Sprint shall comply with the rules and processes set forth by the Commission for such discontinuance.

13.15. Rural Exemption. Sprint acknowledges that, at the time of execution of the Agreement, CTCO is a rural telephone company, as defined in Section 3(37) of the Act, and, as such, may be exempt from certain requirements of the Act pursuant to Section 251(f)(1) of the Act. CTCO reserves the right to assert that nothing in the Agreement alters CTCO's rural exemption pursuant to 251(f)(1).

14. Interconnection

14.1. The Parties shall make available to each other Interconnection Facilities for the reciprocal exchange of Telecommunications Traffic. For Interconnection under 251(a) of the Act the following terms apply:

14.2. Direct Interconnection Using One-Way Facility

14.2.1. Sprint must establish a minimum of one (1) POI within each LATA, at any technically feasible point on the CTCO network.

14.2.2. Subject to mutual agreement, the Parties may use the following type of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested.

14.2.2.1. Mid-Span Fiber Meets within existing CTCO exchange areas whereby the Parties mutually agree to jointly plan and engineer their facility IPs at a desired manhole or junction location. The IP is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.

14.2.2.2. Interconnection at the POIs

(a) Traffic delivered by Sprint –

(i) Sprint may order from CTCO Interconnection Facilities to the IP(s) using switched access Dedicated Transport arrangements.. The IP(s) will be the Tandems or host end offices at which an Interconnection Facility terminates.

(ii) In the event the traffic volume delivered by Sprint through the POI for distribution at a

CTCO host end office exceeds either a level that would require more than twenty-four(24) trunks on a dedicated one-way trunk basis to achieve a busy hour P.01 level probability of blocking or 216,000 minutes of use for three consecutive months. That end-office will be designated as an IP for the purpose of traffic delivery by Sprint. Sprint shall promptly submit an ASR to CTCO to establish new one-way switched Dedicated Transport facilities subject to section 14.2.1.

(iii) Charges for Dedicated Transport

Interconnection Facilities for connection from Sprint's network to the IP(s) will be paid by Sprint subject to the rates, terms and conditions contained in CTCO's intrastate access tariffs. These facilities will meet the standards set forth in such tariffs.

(b) Traffic delivered by CTCO

- (i) For the purpose of traffic delivered by CTCO for termination by Sprint, costs incurred for origination of traffic by CTCO on its side of the IP will be borne by CTCO. Costs incurred by Sprint on its side of the IP will be borne by Sprint. For CTCO traffic delivered to Sprint, the IP will be the meet point between CTCO and the third party LEC. For avoidance of doubt, Sprint will order the meet point facility and will be financially responsible for the portion of the facility provided by the third party. CTCO will be financially responsible for the portion of the facility provided by CTCO based on the meet point billing percentages filed in the NECA tariffs.

14.2.2.3. Each Party will provision DS1 level one-way interconnection facilities for the delivery of its Traffic to the other Party's network.

14.2.2.4. Sprint will be responsible for engineering and maintaining its network on its side of the POI and CTCO

will be responsible for engineering and maintaining its network on its side of the POI.

14.2.2.5. Regardless of how interconnection facilities are provisioned (e.g., owned, leased or obtained pursuant to tariff, etc.) each Party is individually responsible to provide facilities to the POI that are necessary for routing, transporting, measuring, and billing Traffic from the other Party's network and for delivering Traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service.

14.2.2.6. Compensation for Interconnection Facilities is separate and distinct from any transport and termination per minute of use charges or an otherwise agreed upon Bill and Keep arrangement.

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

14.3. Indirect Interconnection

14.3.1. The Parties agree to exchange Telecommunications Traffic indirectly through one or more third-party networks ("Transiting

Carrier”). In an indirect interconnection arrangement there is no POI directly linking the two parties’ networks.

14.4. In the event the traffic volume delivered by Sprint or CTCO within a LATA exceeds either a level that would require more than twenty-four(24) trunks on a dedicated one-way trunk basis to achieve a busy hour P.01 level probability of blocking or 216,000 minutes of use for three (3) consecutive months, the Parties agree to establish a direct one-way interconnection to serve the requesting party within sixty (60) days following notice by either Party that the traffic threshold level has been reached.

14.5. Technical Requirements for Interconnection

14.5.1. The Parties agree to utilize SS7 Common Channel Signaling (“CCS”) between their respective networks. Both Parties will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all Telecommunications Traffic exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate unaltered CCS messages for call set-up, including without limitation ISDN User Part (“ISUP”) and Transaction Capability User Part (“TCAP”) messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. All CCS signaling parameters, including, but not limited to the originating end user telephone number, will be provided by each Party in conjunction with all Telecommunications Traffic it exchanges to the extent required by industry standards. Each Party will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

15. Transit Traffic

15.1. Transit Traffic means CTCO’s delivery of exchange traffic and local ISP bound traffic between Sprint and a third party CLEC, ILEC, or CMRS provider. In the case of a CMRS provider, Transit Traffic means the delivery of intraMTA CMRS traffic to CTCO originated by the End User of Sprint and terminated to a third party CMRS provider over the interconnection trunks. CTCO will provide transit service to Sprint and charge Sprint for Transit Traffic that Sprint sends CTCO for delivery to a third party CLEC, ILEC or CMRS provider at the rates specified in Attachment I.

15.2. CTCO will use reasonable efforts to deliver each call it transits to Sprint’s network with all SS7 Common Channel Interoffice Signaling (CCIS) and

other appropriate messages CTCO receives from the third-party originating carrier in order to facilitate full interoperability and billing functions. CTCO agrees to send all message indicators according to industry standards and to provide the terminating Party information on traffic originated by a third-party CLEC, ILEC, or CMRS provider. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, CTCO agrees to comply with the industry-adopted format to exchange records.

- 15.3 Sprint will not provide transit service to CTCO or any third party. For avoidance of doubt, traffic to or from Sprint under the business arrangement with a third party last mile provider for interconnection services is not considered transit traffic.

16. Intercarrier Compensation

16.1. Compensation for exchange traffic

16.1.1. The Parties agree that the traffic has been determined to be in balance and that no terminating compensation for any local traffic shall apply.

16.2. Compensation for Exchange Access Traffic

16.2.1. Compensation for the termination of Exchange Access traffic and the origination of 800 traffic between the Parties shall be based on applicable tariff access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of this Agreement.

16.3. ISP Bound Traffic

16.3.1. The parties disagree about the terminating party's responsibility to pay for transport for ISP traffic from the originating end office. Moreover, Sprint does not currently provide nor has any intent to provide services to internet service providers.

However, to the extent Sprint's business plan in the future includes such services the following provision(s) will apply: To the extent calling number and called number are physically located in the same CTCO local calling area, ISP bound traffic shall not be subject to charges for termination. The Parties anticipate that the volume of ISP-bound traffic exchanged will be inconsequential. If the volume of ISP-bound traffic originated by either party exceeds such inconsequential volumes, either Party may provide written notice to the other Party to negotiate appropriate terms applicable to transport of

ISP-bound traffic from the originating Party's end office. In any event, ISP-bound traffic will not be subject to compensation for termination by the originating Party. If the Parties are unable to agree either Party may invoke Dispute Resolution.

16.4. Determination of Traffic Type

16.4.1. For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety percent (90%) of its originating traffic. If the originating Party passes CPN on ninety percent (90%) or more of its calls, the receiving Party shall determine traffic type by comparing the CPN to the called number and bill the originating Party for local traffic, transit traffic, intrastate switched access and interstate switched access, as prescribed by this Agreement and the receiving Party's applicable tariffs. Any remaining traffic (up to ten percent (10%) of calls) without CPN information, the receiving Party shall bill the originating Party at rates in direct proportion to the minutes of use for calls passed with CPN information. To the extent a Party is unable to pass CPN on at least 90% of calls placed over the traffic exchange trunks, or a Party is unable to determine traffic type or bill based on CPN, the Parties shall exchange Percentage Local Usage (PLU) and Percentage Interstate Usage (PIU) factors, which shall be subject to revision and audit once per calendar quarter. Whenever PLU and PIU factors are revised, the new factors shall reflect the actual traffic patterns which occurred during the most recently completed calendar quarter.

17. Dialing Parity

- 17.1. Regardless of the type of interconnection with CTCO's network, CTCO shall permit its End Users within a given rate center to dial the same number of digits to call a Sprint NPA-NXX in any rate center that would be required of the same End User to call a landline end-user in the same rate center as the Sprint NPA-NXX.
- 17.2. Sprint shall permit its End Users within a given rate center to dial the same number of digits to call an CTCO NPA-NXX in any rate center that would be required of the same End User to call a Sprint End User in the same rate center as the CTCO NPA-NXX.

18. Office Code Translations

- 18.1. It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times.
 - 18.2. When more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.
 - 18.3. If a Party does not fulfill its N-1 carrier responsibility, the other Party shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. The N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.
19. Local Number Portability
- 19.1. The Parties shall provide Local Number Portability (LNP) in accordance with rules and regulations prescribed by the Commission and the FCC.
 - 19.2. LNP provides an End User the ability to retain, at the end user location within the same CTCO-served rate center, its existing telephone number when changing from one telecommunications carrier to another.
 - 19.3. The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported. The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC"). The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party's applicable tariff or contract.
 - 19.4. The Parties will mutually provide LNP services from properly equipped central offices. LNP applies when an End User with an active account wishes to change carriers while retaining the telephone number or numbers associated with the account. LNP is also used with the provisioning of number pooling which the Parties will mutually provide in accordance with rules and regulations as prescribed by the appropriate regulatory bodies and using the industry guidelines set forth for number pooling.

- 19.5. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request, perform tests to validate the operation of the network.
 - 19.6. The Parties agree that traffic will be routed via a Location Routing Number ("LRN") assigned in accordance with industry guidelines.
 - 19.7. The Parties acknowledge that CTCO does not provide 411 database service. Sprint will not send CTCO 411 database updates.
20. Coordination of Transfer of Service
- 20.1. To serve the public interest of End Users, the Parties agree that, when an End User transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring End Users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.
 - 20.2. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. The Parties mutually agree not to charge the requesting party for LSRs or the associated Customer Service Records (CSRs).
 - 20.3. Each Party is responsible for following FCC rules for obtaining authorization from each End User initiating transfer of service from one Party to the other Party.
 - 20.4. Each Party will accept transfer of service requests from the other Party for one End User that includes multiple requests for transfers where the End User will retain one or more telephone numbers.
21. Directory Listings and Distribution Services
- 21.1. Sprint may provide to CTCO or its directory publisher, as specified by CTCO, the subscriber list information (including additions, changes and deletions) for its End Users, located within CTCO's operating areas. It is the responsibility of Sprint to submit directory listings in the prescribed manner to CTCO or CTCO's publisher prior to the directory listing

publication cut-off date, which will be provided by CTCO or CTCO's publisher to Sprint.

- 21.2. Listing Information means a Sprint customer's primary name, listed address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business customer, the primary business heading under which the business customer desires to be placed, and any other information CTCO deems necessary for the publication and delivery of directories.
- 21.3. CTCO will include Sprint's End Users primary listings (residence and business) in its White Pages Directory, and if applicable in its Yellow Pages Directory under the appropriate heading classification as determined by publisher as well as in any electronic directories in which CTCO's own Customers are ordinarily included. Listings of Sprint's End Users will be interfiled with listings of CTCO's customers and the customers of other LECs, in the local section of CTCO's directories.
- 21.4. Sprint shall exclude or identify End Users that have elected not to have their number published. No charges will apply for End Users identified as "non-published".
- 21.5. Sprint's End Users primary listing information in the telephone directories will be provided at no charge. Sprint will pay CTCO's tariffed charges for additional and foreign telephone directory listings. No other charges will apply.
- 21.6. CTCO will distribute its telephone directories to Sprint's End Users in the same manner it provides those functions for its own End Users.
- 21.7. If CTCO uses a third party to publish and provide directories, CTCO will provide the contact information for the directory provider.

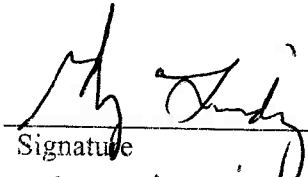
- 21.8. Sprint shall adhere to all practices, standards and ethical requirements established by CTCO with regard to listings. By providing CTCO with Listing Information, Sprint warrants to CTCO that Sprint has the right to provide such listing information to CTCO on behalf of its customers. Sprint shall 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. Sprint agrees to release, defend, hold harmless and indemnify CTCO from and against any and all claims, losses, damages, suits or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of CTCO's publication or dissemination of the Listing Information as provided by Sprint hereunder.
- 21.9. CTCO's liability to Sprint in the event of a CTCO error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by Sprint for such listing or the amount by which CTCO would be liable to its own customer for such error or omission. Sprint agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its customers, to ensure that its and CTCO's liability to Sprint's customers in the event of a CTCO error in or omission of a listing shall be subject to the same limitations of liability applicable between CTCO and its own customers.
22. 911 Requirements
- 22.1. 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.
23. Multiple Counterparts
- 23.1. This Agreement may be executed in counterparts and each of which shall be an original and all of which shall constitute one and the same instrument and such counterparts shall together constitute one and the same instrument.
24. Entire Agreement
- 24.1. This Agreement, including all attachments and subordinate documents attached hereto or referenced herein, all of which are incorporated by reference, constitute the entire matter, and supersede all prior oral or written agreements, representations, statements, negotiations,

understandings, proposals, and undertakings with respect to the subject matter.

IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: Sprint Communications Company L.P.

By: Commonwealth Telephone
Company dba Frontier
Communications Commonwealth
Telephone Company




Signature
Gary Lindsey

Typed or Printed Name
Director - Access Solutions

Title
4/20/07

Date



Signature
Richard D Burson

Typed or Printed Name
SVP, CUSTOMER OPERATIONS

Title
April 17, 2007

Date

Attachment I

PRICING SCHEDULE

<u>SERVICE</u>	<u>CHARGE</u>
RECIPROCAL COMPENSATION:	
TANDEM INTERCONNECTION	Bill and Keep
END OFFICE TERMINATION	Bill and Keep
TRANSIT	Tandem Switched Transport - Tandem Switched Facility \$\$.000267 Per Access Minute Per Mile
	Tandem Switched Termination \$.001316 Per Access Minute Per Termination
	Tandem Switching \$.002763 Per Access Minute Per Tandem
Interconnection Facilities	As contained in CTCO's intrastate tariff

Attachment II

MEET-POINT BILLING ARRANGEMENTS

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

1.1. CLEC and CTCO will establish Meet-Point Billing Arrangements (MPB) in order to provide a common transport option to Switched Access Service customers via a CTCO Tandem Switch in accordance with the most current version of Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in CTCO's applicable Tariffs. The arrangements described in this Attachment II are intended to be used to provide Switched Access Service where the transport component of the Switched Access Service is routed through a CTCO Tandem Switch.

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

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

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

1.5. The rates to be billed by each Party for the portion of the MPB provided by it shall be as set forth in that Party's applicable Tariffs or other document that contains the terms under which that Party's access services are offered. For each CLEC Routing Point/CTCO Tandem combination, the MPB billing percentages for transport between the CLEC Routing Point and the CTCO Tandem shall be calculated in accordance with the formula set forth in Section 1.14 of this Attachment II.

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

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

1.8. All usage data to be provided pursuant to this Attachment II shall be sent to the following addresses:

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

To CLEC:
Sprint
Manager, ICA Solutions
KSOPHA0310-3B268
6330 Sprint Parkway
Overland Park, KS 66251

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

1.9. CLEC and CTCO shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Attachment II. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

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

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

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

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

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

$$a / (a + b) = \text{CLEC Billing Percentage}$$

and

$$b / (a + b) = \text{CTCO Billing Percentage}$$

where:

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

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

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

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

<u>Rate Elements:</u>	<u>Billing Company:</u>
Carrier Common Line	CLEC
End Office Local Switching	CLEC
Information Surcharge	CLEC
Transport Interconnection Charge	CLEC
Database Query	Party that performs the query.
Entrance Facility	CTCO
Direct Trunked Facility	CTCO
Direct Trunked Termination	CTCO
Tandem Switching	CTCO
Tandem Switched Termination	Each Party may bill one (1) Tandem Switched Termination.
Tandem Switched Facility	CTCO and CLEC each bill mileages according to the MPB billing percentages as specified in Section 1.14.

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