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August 23, 2010

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street - Filing Room
Room 2 North
Harrisburg, PA 17120

RECEIVED
2010 AUG 23 PM 3:21
PA PUC
SECRETARY'S BUREAU

Re: Petition For Approval Of Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 Between Venus Telephone Corporation, Choice One Communications of Pennsylvania Inc. and CTC Communications Corp.; Docket Nos. A-_____ and A-_____

Dear Secretary Chiavetta:

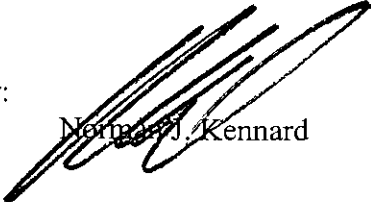
Enclosed please find for filing an original and six (6) copies of the Petition for Approval of Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996 between Venus Telephone Corporation, Choice One Communications of Pennsylvania Inc. and CTC Communications Corporation.

If you have any questions or comments, please contact the undersigned.

Very truly yours,

THOMAS, LONG, NIESEN & KENNARD

By:


Norman J. Kennard

NJK:tlt

Enclosure

cc: Cheryl Walker-Davis, Office of Special Assistants
Certificate of Service

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Venus Telephone Corporation, :
Choice One Communications :
of Pennsylvania Inc., and CTC :
Communications Corp. for Approval of an :
Interconnection Agreement :
Under Sections 251 and 252 of the :
Telecommunications Act of 1996 :

Docket No. A- _____
Docket No. A- _____

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PA PUBLIC BUREAU
SECRETARY'S BUREAU

**PETITION OF VENUS TELEPHONE CORPORATION,
CHOICE ONE COMMUNICATIONS OF PENNSYLVANIA INC., AND
CTC COMMUNICATIONS CORP.
FOR APPROVAL OF AN INTERCONNECTION AGREEMENT**

Venus Telephone Corporation (“RLEC”) and Choice One Communications of Pennsylvania, Inc. and CTC Communications Corp. (“Choice One”) (RLEC and Choice One collectively, the “Parties”) hereby request that the Commission review and approve the attached Interconnection Agreement (“Agreement”) pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 47 U.S.C. §§ 251 and 252 (the “Act”). In support of this request, the Parties state as follows:

1. The Agreement was arrived at through good faith negotiations between the Parties as contemplated by Section 252 of the Act and provides for interconnection as addressed in Section 251 of the Act.
2. Pursuant to Section 252(e)(2), the Commission may only reject a negotiated Agreement if it finds that (1) the Agreement discriminates against another carrier or (2) implementation of the Agreement would not be consistent with the public interest, convenience and necessity.

3. RLEC will make the Agreement available to any other similarly situated telecommunications carriers. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

4. In addition, implementation of the Agreement is consistent with the public interest because it recognizes the existing interconnection between the Parties and promotes further interconnection between RLEC and Choice One, as well as will promote competition and competitive local exchange services.

5. In accordance with Section 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this submission.

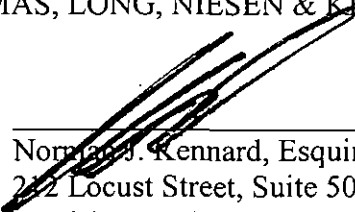
6. Copies of the Agreement are available for public inspection in RLEC's and Choice One's public offices.

WHEREFORE, Venus Telephone Corporation, Choice One Communications of Pennsylvania Inc., and CTC Communications Corp. respectfully request that the Commission approve the attached Agreement under Section 252(e) of the Act.

Respectfully submitted,

THOMAS, LONG, NIESEN & KENNARD

By:


Norman J. Kennard, Esquire, ID No. 29921
222 Locust Street, Suite 500
Harrisburg, PA 17108-9500
(717) 255-7600

Attorneys For Venus Telephone Corporation

Dated: August 23, 2010

INTERCONNECTION AGREEMENT

This Interconnection Agreement (“Agreement”) is by and between Venus Telephone Corporation a Pennsylvania corporation with offices at 1698 County Line Road, Venus, PA 16364 (“RLEC”) and Choice One Communications of Pennsylvania^{PK} Inc., a Delaware corporation and CTC Communications Corporation^{PK}, a Massachusetts corporation, all with offices at 5 Wall Street, Burlington, MA 01803 (collectively and individually “Choice One”). RLEC and Choice One may also be referred to herein singularly as a “Party” or collectively as the “Parties.” This Agreement sets forth the terms and conditions between the Parties with respect to interconnection and intercarrier compensation between them.

RECITALS

WHEREAS, RLEC is an incumbent Local Exchange Carrier (“ILEC”) and Choice One is a competitive Local Exchange Carrier (“CLEC”); and

WHEREAS the Parties are entering into this Agreement to set forth their respective obligations and the terms and conditions under which the Parties, as set forth in this Agreement, will exchange certain traffic, and provide other services; and

WHEREAS, the Parties have reached this Agreement in order to avoid dispute and possible litigation regarding requirements of exchanging their traffic and requirements that arise as a result of Choice One’s facilities, arrangements and services; however, this Agreement should not be construed to suggest that the terms and conditions contained in this Agreement are actually required under the Telecommunications Act of 1996 (“Act”); and

WHEREAS, the Parties have arrived at this Agreement through voluntary negotiations;

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

1.0 THIRD PARTY SERVICE PROVIDER PROVISIONS

1.1 The application of this Section 1 of the Agreement shall be in addition to, and not in derogation of, any other provisions in any other section of this Agreement. The provisions of this Section 1 do not constitute a waiver by either Party of any rights with regard to the arrangements described in this Section 1 or whether such arrangements are within the scope of the Section 251 interconnection requirements of the Act.

1.2 Each Party is responsible for all of the traffic that it delivers to the other Party pursuant to this Agreement. To the extent that either Party delivers traffic to the other Party that has been originated by a third party service provider of any kind, the delivering Party shall be responsible for compensation to the other Party under the terms of this Agreement as if it had been originated by the delivering Party.

1.3 RLEC has absolutely no obligations, other than the obligations to Choice One set forth in this Agreement, to any other entity as a result of Choice One's relationship with third party service providers. The arrangement that Choice One has with third party service providers does not constitute a transit service arrangement for purposes of this Agreement.

1.4 Notwithstanding any other provision of this Agreement, and in addition to any other provision of this Agreement, in the event that any effective legislative, regulatory, judicial or other legal action materially affects the terms of this Section 1 (to be referred to as "Special Section 1 Change of Law"), Choice One or RLEC may, on thirty (30) days' written notice, require that such terms be renegotiated to reflect such Special Section 1 Change of Law, and the Parties shall renegotiate in good faith such new terms and conditions consistent with such Special Section 1 Change of Law. In the event that such new terms are not renegotiated within thirty (30) days after such notice, and either Party elects to pursue resolution of such amendment, such Party shall pursue the Dispute Resolution procedures set forth in this Agreement.

1.5 Choice One will indemnify and hold RLEC, its employees and agents, harmless from any and all liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third party service providers that may arise as a result of Choice One's relationship with any third party service providers, for (a) personal injuries, including death, or (b) damage to tangible personal property resulting from Choice One's or such third parties' sole negligence and/or sole willful misconduct in the provision of services under or in conjunction with this Agreement. Choice One will defend RLEC at the request of RLEC against any such liability, claim, or demand. Choice One will notify RLEC of written claims or demands against RLEC by such third party service providers that may arise as a result of Choice One's relationship with such third party service providers, for which Choice One is solely responsible hereunder. Choice One shall be responsible for all payments due to RLEC as a result of any Third Party arrangement hereunder.

1.6 Should RLEC elect to establish arrangements with third party service providers, RLEC shall have the same rights and obligations under this Agreement for the provision of services in conjunction with third party service provider entities as does Choice One under this Agreement. Nothing in this Agreement affects any rights or obligations of either Party, or those of any third party service provider, to request and establish interconnection between either Party and such third party service providers including arrangements that may involve the other Party as an intermediary on behalf of a third party service provider.

2.0 TERM AND TERMINATION

2.1 This Agreement shall be effective upon approval by the Commission and have an initial term of two years. This Agreement shall automatically renew for successive one (1) year periods.

2.2 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval within thirty (30) Days after obtaining the last required Agreement

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signature. Choice One and RLEC shall use their best efforts to obtain approval of this Agreement with the Commission.

2.3 Either Party may terminate this Agreement effective upon the expiration of the initial term or subsequent renewal terms by providing written notice to the other Party at least ninety (90) days prior to expiration of the initial term or any succeeding renewal term.

2.4 In the event of such notice of termination pursuant to Section 2.3, and provided that, prior to termination of this Agreement, either Party has also given written notice of its intent to negotiate a new interconnection agreement with the other Party, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption until a replacement agreement has been executed by the Parties either by: (a) a new voluntary agreement executed by the Parties; (b) a new agreement negotiated pursuant to the provisions of the Act; or c) any agreement that may be available according to the provisions of Section 252(i) of the Act. In no case will the terms and conditions existing at the time of termination continue for longer than 180 days after the termination of this Agreement unless a Party has invoked lawful arbitration with the Commission pursuant to the provisions of the Act, the Parties have agreed to an extension of an ongoing arbitration, or the Parties have otherwise agreed to extend the existing terms and conditions.

2.5 If either Party provides notice of termination pursuant to Section 2.3 and by 11:59 PM Eastern Time on the termination date neither Party has requested negotiation of a new interconnection agreement, this Agreement will terminate upon the Initial Term or Renewal Term, as applicable.

2.6 At the time of termination, and in accordance with any requirements of the Commission or Applicable Law, the services being provided under this Agreement will be discontinued, and each Party agrees to disconnect its facilities from the other Party's network

2.7 Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided however, that the non-defaulting Party notifies the defaulting Party in writing describing in reasonable detail the nature of the alleged default, and the defaulting Party does not correct the alleged default within thirty (30) days after written notice thereof. Default is defined to include:

(a) Either Party's insolvency or initiation of voluntary or involuntary bankruptcy or receivership proceedings by or against the Party, or;

(b) Either Party's material breach of any of the terms or conditions hereof or a Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, including the failure to make any undisputed payment when due.

3.0 DEFINITIONS

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. To the extent that there may be any conflict between a definition set forth in this Section 3--Definitions and any definition in a specific provision of this Agreement, the definition set forth in the specific provision shall control with respect to that provision. A defined term intended to convey the meaning stated in this Section 3--Definitions is capitalized when used. Other terms used in this Agreement not defined specifically in this Section 3--Definitions or in the specific provision shall have the meaning stated in the Act or under the Federal Communications Commission rules related to interconnection.

3.1 "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.

3.2 "Applicable Law" means all effective laws, administrative rules and regulations, and any court orders, rulings and decisions from courts of competent jurisdiction, applicable to each Party's performance of its obligations under this Agreement.

3.3 "Calling Party Number" or "CPN" means a CCS parameter that identifies the calling party's telephone number.

3.4 "Commission" means the Pennsylvania Public Utility Commission.

3.5 "DS1" is a digital signal rate of 1.544 Megabits per second ("Mbps").

3.6 "DS3" is a digital signal rate of 44.736 Mbps.

3.7 "End User" or "Customer" means a third-party residence or business service user or ultimate subscriber of Telecommunications Exchange services provided, in whole or in part, by either Party, including when Choice One has a wholesale arrangement with a third Party provider for interconnection services.

3.8 "Extended Area Service" or "EAS" is a service arrangement whereby End Users physically located in a specific local service exchange area are provided the ability to place and receive interexchange calls to End Users physically located in another mutually exclusive specific local service exchange area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service.

3.9 "EAS Traffic" means two-way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

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3.10 "Exchange Access" means the offering of access for the purpose of the origination or termination of Interexchange Traffic.

3.11 "Information Service Provider" or "ISP" is any entity that provides information services and includes, but is not limited to, any entity that provides access to Customers to the Internet and/or World Wide Web.

3.12 "Interexchange Traffic" means traffic that originates or terminates outside of the local calling area and is not Local Traffic as measured by the NPA-NXX of the called and calling end users.

3.13 "Interconnection" means the direct or indirect linking of the Parties' networks for the exchange of traffic. Interconnection does not include the transport and termination of traffic.

3.14 "Interconnection Point" or "Point of Interconnection" or "IP" means the physical location(s) on the network of RLEC at which the Parties meet for the purpose of exchanging Local Traffic.

3.15 "Internet Service Provider Bound Traffic" or "ISP Bound Traffic" means traffic delivered to a provider of Internet Services and which, is subject to the FCC's Order on Remand and Report and Order, FCC 01 131, CC Dockets No. 96-98 and 99-68 as modified or amended.

3.16 "Local Exchange Routing Guide" or "LERG" shall mean a Telcordia Technologies reference containing NPA/NXX routing and homing information.

3.17 "Local Traffic" means traffic exchanged between the Parties that is originated by an End User of one Party and terminates to an End User of the other Party within the local calling area as defined in the local service tariffs of the incumbent local telephone company filed with the Commission and includes mandatory EAS traffic as measured by the NPA-NXX of the called and calling end users.

3.18 "Local Internet Traffic" means ISP traffic that is originated and dialed by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP within RLEC's local calling area as defined in RLEC's effective local service tariffs filed with the Commission and includes mandatory EAS traffic areas. As such, the originating End User and the ISP are both physically located within a RLEC local calling area.

3.19 "NPA NXX" mean the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number. The jurisdiction of the call (e.g., Local, interstate and intrastate Exchange Access) for intercarrier compensation purposes under this Agreement, including for Exchange Access Service billing purposes shall be based upon the Rate Center Point of the NPA-NXX of the calling and called parties set forth in the LERG.

3.20 "Rate Center Area" refers to the geographic area that has been identified as being associated with a particular NPA-NXX code assigned to a local exchange carrier for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the

local exchange carrier has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

3.21 "Rate Center Point" refers to a specific geographic point, defined by a V &H coordinate, located within the Rate Center Area and used to measure distance for the purpose of determining whether a call is Local or Interexchange traffic.

3.22 "Telecommunications Services" shall have the meaning set forth in 47 U.S.C. 153(46).

3.23 "Voice over Internet Protocol Traffic" or "VoIP Traffic" is voice communications traffic that utilizes Internet Protocol format or the Internet for some or all of the transmission of the call, including but not limited to, the use of Internet protocol transmission for the connection to the End User's premises.

4.0 BILLING AND PAYMENTS

The Parties shall bill each other for all charges due on a monthly basis and all such charges, except those in dispute, shall be payable within thirty (30) days of the bill date. Any amounts not paid when due shall accrue interest from the date such amounts were due at the highest rate of interest that may be charged under applicable law.

The Parties shall use the following addresses for Billing:

Bills Sent By RLEC To Choice One:

One Communications
100 Chestnut Street, 7th Floor
Rochester, New York 14604
Attn: Network Cost

Bills Sent By Choice One To RLEC:

Venus Telephone Corporation
1698 County Line Road
Venus, PA 16364

5.0 AUDITS

5.1 Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct annual reviews of and make copies of the relevant data (including without limitations billing records) possessed by the other Party to give assurance of compliance with the provisions of this Agreement. Each Party's right to access information for review

purposes is limited to data not in excess of eighteen (18) months in age and the Party requesting a review shall fully cooperate with the reviewing Party and bear its own costs associated with conducting such review. The Party being reviewed will fully cooperate with the reviewing Party and provide access to reasonably necessary information at no charge to the reviewing Party during normal business hours. This provision shall not supersede or otherwise limit any other audit provisions including those contained in any tariff.

5.2 Prior to commencing the audit, the Auditing Party shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the auditors. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

6.0 LIMITATION OF LIABILITY

6.1. Notwithstanding any other provision of this Agreement, except for the willful or intentional misconduct or gross negligence of one or both Parties, the Parties agree to limit liability in accordance with this Section. 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. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero. 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 7 of this Agreement.

6.2. Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct, the Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable tariff(s).

6.3 Each Party shall, in its Tariffs and other contracts with its End Users, 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 End Users or other

third persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

7.0 INDEMNIFICATION

7.1. Each Party (the “Indemnifying Party”) shall release, indemnify, defend and hold harmless the other Party (“Indemnified Party”) from and against all 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 (including but not limited to Section 1 hereof), (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) 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.

7.2. 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.

7.3. 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 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.

8.0 FORCE MAJEURE

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, or adverse weather conditions, labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, 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 shall perform its obligations at a performance level no less than that which it uses for its own operations.

9.0 NONDISCLOSURE OF PROPRIETARY INFORMATION

9.1. The Parties agree that it may be necessary 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, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and/or the Commission and similar information (collectively, "Confidential Information"). Confidential Information shall include (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (ii) oral information, if identified as confidential or proprietary at the time of disclosure and confirmed by written notification within ten (10) days of disclosure; and (iii) information derived by the Recipient (as hereinafter defined) from a Disclosing Party's (as hereinafter defined) usage of the Recipient's network. The Confidential Information shall remain the property of the Disclosing Party and is deemed proprietary to the Disclosing Party. Confidential Information shall be protected by the Recipient 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 shall 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. In no event shall either Party violate the Commission's CPNI regulations. For purposes of this Section, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the party to whom Confidential Information is disclosed.

9.2. Recipient shall have 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 agrees to comply with any protective order that covers the Confidential Information to be disclosed.

9.3. 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 shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

10.0 NOTICES

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

For Choice One:

Raymond Ostroski, Executive Vice President and General Counsel
One Communications
5 Wall Street
Burlington, MA 01803

With a copy to:

Pamela Hintz, Vice President of Regulatory Compliance)
One Communications
5 Wall Street
Burlington, MA 01803

For RLEC:

John W. Keister, Vice President and General Manager
Venus Telephone Corporation
1698 County Line Road
Venus, PA 16364

With a copy to:

Norman Kennard
Thomas Long Niesen & Kennard
P.O. Box 9500
212 Locust Street Suite 500
Harrisburg, PA 17108

or to such other location as the receiving Party may direct in writing.

10.2 Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, and (c) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt.

11.0 SEVERABILITY

If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If the Parties cannot agree, then either Party may seek to resolve any necessary replacement language pursuant to the Dispute Resolution terms and conditions of Section 13.

12.0 ASSIGNMENT

This Agreement shall 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 shall be void ab initio, provided however that such consent shall not be unreasonably withheld, conditioned or delayed and shall not be required if such 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. The effectiveness of any assignment shall be expressly conditioned upon the assignee's written assumption of all rights, obligations, and duties of the assigning Party. Unless prior written consent is obtained, where necessary, and assignee expressly assumes all rights, obligations, and duties of the assigning Party hereunder as provided herein, the assigning Party shall remain responsible for all rights, obligations, and duties under this Agreement.

13.0 DISPUTE RESOLUTION

13.1 If any matter is subject to a dispute (including but not limited to Change in Law) 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.

13.2 If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) 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.

14.0 GOVERNING LAW

To the extent not exclusively governed by the laws of the United States or the regulations of the FCC, this Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

15. TAXES

It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply. In the event that any state or local excise, sales, or use taxes, if any (excluding any taxes levied on a Party's corporate existence, status, or income), are applicable to the subject matter of this Agreement, then the Parties agree to negotiate mutually agreeable terms that will ensure that the tax obligation is met and that the taxes are properly collected and remitted by the Parties. To the extent that the Parties cannot agree on terms, then either Party may pursue the resolution of any disagreement pursuant to the terms of Section 13 - Dispute Resolution.

16.0 SURVIVAL

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

17.0 PUBLICITY

Neither Party nor its subcontractors or agents shall 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 such Party's prior written consent.

18.0 MISCELLANEOUS

18.1. Amendments. This Agreement may not be amended, modified, or supplemented, except by written instrument signed by both Parties.

18.2. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party.

18.3. Warranties

No Warranties. 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.

19.0 DEFAULT

19.1. If either Party (the Defaulting Party) violates any provision of this Agreement and such violation or default continues for thirty (30) days after written notice (the Default Notice) thereof, the other Party (the Aggrieved Party) may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party with written notice at least twenty five (25) days' (which shall not begin to run until after the 30 day period) prior to terminating service.

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

19.3. If the Defaulting Party disputes that the Aggrieved Party's Default Notice is justified by relevant facts, then the Parties, by mutual agreement, may resolve the disagreement pursuant to the processes set forth in Section 13 (Dispute Resolution). Regardless, either Party, without delay and without participating in the dispute resolution process pursuant to Section 13, may immediately pursue any available legal or regulatory remedy to resolve any question about the alleged default or violation or the Aggrieved Party's announced termination of the Agreement.

20.0 NO WAIVER

20.1. Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived only 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. By entering into this Agreement, RLEC does not waive any rights, including, but not limited to, the rights afforded a Rural Telephone Company under 47 USC Section 251(f). This Agreement is the result of voluntary negotiations between the Parties and shall be construed as an Agreement reached through voluntary negotiation. Nothing in this Agreement shall be construed against either Party to suggest what terms and conditions, service arrangements, or network interconnection arrangements are required by Applicable Law. Neither Party will assert in any regulatory, judicial or legislative proceeding that anything in this Agreement constitutes a precedent as to the subject matter addressed in this Agreement. Nothing in this Agreement shall be construed against either Party to suggest that any of the terms and conditions contained in this Agreement would otherwise be subject to arbitration under Section 252 of the Act.

20.2. 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 any matter, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement; (b) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; and (c) to challenge the lawfulness and propriety of, and to seek changes to, 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 including challenge of or changes to matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. Nothing in this Agreement shall be deemed to constitute a waiver by either Party with respect to any rights with regard to the wholesale service arrangements with third party service providers as set forth in Section 1, nor 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 for addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed by this Agreement. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

20.3 This Section 20.3 applies only to those interconnection arrangements, Telecommunications Services, or other services, facilities or arrangements that RLEC would not otherwise be required to provide to Choice One pursuant to Applicable Law (to be referred to as a "Superior Arrangement"). To the extent that Choice One requests of RLEC a Superior Arrangement and the fulfillment of that Superior Arrangement request by RLEC would require RLEC to incur extraordinary costs and/or expenses beyond that which Applicable Law would require, RLEC, at its sole judgment and discretion, and after full and proper notice to Choice One, may provide such Superior Arrangement under the condition that Choice One shall be responsible for any additional costs or expenses that may arise for the provisioning and operation of such Superior Arrangements.

20.4 Notwithstanding any other provision of the Agreement, neither Party shall be obligated to offer or provide any service, facility, or interconnection arrangement to the other Party that is not required by the Act, Applicable Law, or not required by controlling regulatory requirements. To the extent that some service, facility, or interconnection arrangement provided by one Party to the other Party under this Agreement is determined not to be required by the Act, Applicable Law, or not required by controlling regulatory requirements, then the providing Party upon 90 days written notice to the other Party may discontinue the provision of such service, facility, or interconnection arrangement. To the extent the discontinued service or interconnection arrangement is available under prevailing tariffs from the providing Party, then the purchasing Party, may, at its option, obtain such services, facilities, or interconnection arrangements pursuant to the terms of such tariffs. Prior to any discontinuance of service, the Parties will seek to amend this Agreement.

21.0 CHANGE OF LAW

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority that revises, modifies or reverses Applicable Law and such changes to Applicable Law require that this Agreement be amended. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations. If the parties are unable to agree to such pricing, terms and conditions, either Party may invoke the Dispute Resolution process set forth in Section 13.

22.0 NO THIRD-PARTY BENEFICIARIES

This Agreement shall not be deemed to provide any third party with any benefit, remedy, claim, right of action or other right.

23.0 FRAUD

Neither party shall bear responsibility for, nor have any obligation to investigate or make adjustments to the other Party's account in cases of fraud by the other Party's Customers or other

third parties. Provided, however, that both Parties shall cooperate to discover and prevent fraud by each Party's Customers or other third parties.

24.0 JOINT WORK PRODUCT

The Agreement is the joint work product of the Parties. This Agreement represents the product of an arms-length negotiation of sophisticated business people. This Agreement shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

25.0 LAW ENFORCEMENT

25.1. 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.

25.2. 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.

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

26.0 HEADINGS

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

27.0 ENTIRE AGREEMENT

This Agreement and any Attachments, Appendices, or Tariffs which are incorporated herein by reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision,

representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

28.0 COUNTERPARTS

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

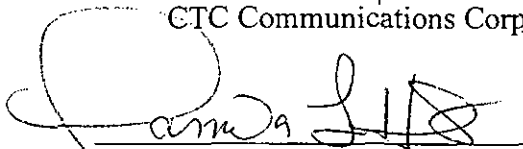
29.0 CERTIFICATION

Notwithstanding any other provision of this Agreement, Choice One shall not place any orders under this Agreement until it has obtained authorization from the Commission to provide Telephone Exchange services in the area(s) in which it seeks interconnection services and arrangements with RLEC pursuant to the terms of this Agreement. Choice One shall provide proof of such authorization to RLEC upon request.

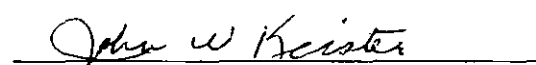
IN WITNESS WHEREOF, the Parties agree and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: Choice One Communications of
Pennsylvania, Inc. ^{PK}
~~CTC Communications Corporation~~ ^{PK}

By: RLEC



Signature



Signature

Pamela C. Hintz

Typed or Printed Name

John W. Keister

Typed or Printed Name

NP-Regulatory Compliance

Title

Vice President and General Manager

Title

08-17-10

Date

7-26-10

Date

INTERCONNECTION ATTACHMENT

1.0 INDIRECT INTERCONNECTION.

1.1 Either Party may deliver Local Traffic indirectly to the other for termination through any carrier to which both Parties' networks are interconnected directly or indirectly subject to the conditions set forth in this Agreement. Neither Party is required to establish an Indirect Transit Interconnection arrangement via a third-party tandem provider if it does not exist. Neither Party is required to modify an Indirect Transit Interconnection arrangement it has with a third-party tandem provider, and neither Party is required to maintain an Indirect Transit Interconnection solely for the purpose of exchanging traffic pursuant to this Agreement.

1.2 Once the total volume of Local Traffic being exchanged between the Parties' networks exceeds 240,000 minutes per month for three (3) consecutive months, at which time either Party may require the establishment of Direct Interconnection. Further, if either Party is unable to arrange for or maintain transit service for its originated Local Traffic upon commercially reasonable terms before the volume of Local Traffic being exchanged between the Parties' networks exceeds 240,000 minutes per month, that Party may unilaterally at its sole expense, but is not required to, utilize one-way trunk(s) for the delivery of its originated Local Traffic to the other Party.

1.3 After the Parties have established Direct Interconnection between their networks, neither Party may continue to transmit its originated Local Traffic indirectly except on an overflow basis.

1.4 Local Traffic exchanged by the Parties indirectly through a transiting carrier shall be subject to the same Reciprocal Compensation, if any, as Local Traffic exchanged through Direct Interconnection.

2.0 DIRECT INTERCONNECTION.

2.1 At such time when the Parties establish Direct Interconnection pursuant to section 1.2 or as otherwise agreed, the Parties shall establish Direct Interconnection of their networks at a Point of Interconnection(s) ("POI") for the exchange of all Local Traffic between their networks except for indirect overflow traffic as provided in section 1.3. The Parties will establish trunks to exchange Local Traffic and agree that all Local Traffic exchanged between them over Direct Interconnections will be on trunks exclusively dedicated to Local Traffic. The POI is the location where one Party's operational and financial responsibility begins except as otherwise provided in this section, and the other Party's operational and financial responsibility ends. Each Party will be financially responsible for all facilities and traffic located on its side of the POI except as otherwise stated herein. If the Parties agree to two-way trunk groups to exchange Local Traffic they will mutually coordinate the provisioning and quantity of trunks.

2.2 The Parties shall endeavor to establish the location of the POI by mutual agreement. The POI shall be located within the incumbent LEC service area of RLEC and on its existing LEC network. In selecting the POI, both Parties will act in good faith and select a point that is reasonably efficient for each Party.

2.3 Each Party has the obligation to install and maintain the appropriate trunks, trunk ports and associated facilities on its respective side of the POI and is responsible for bearing its costs for such trunks, trunk ports and associated facilities on its side of the POI.

2.4 A Party may provide its own facilities on its side of the POI, lease facilities from a third party, or obtain facilities from the other Party, if available, at tariffed rates. If either Party chooses to lease transport from the other Party, the same physical facility may be used to provision separate trunks for non-Local Traffic and other trunks, such as special access or Feature Group D trunks.

2.5 Facility Additions. Where additional facilities are required, such equipment shall be obtained, engineered, and installed on the same basis and with the same intervals as any similar addition of facilities for the provisioning Party's own internal needs.

2.6 Maintenance

2.6.1 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist: (a) No trouble is found in the interconnection trunks; (b) The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or (c) Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

2.6.2 If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

2.6.3 Billing for maintenance service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as follows, per half hour or fraction thereof:

- Basic Time per technician normally scheduled working hours \$34.66;
- Overtime per technician outside of normally scheduled working hours on a scheduled work day \$51.99; and
- Premium Time per technician outside of scheduled work day \$69.32.

A call out of a Party's employee at a time not within the employee's scheduled work period is subject to a minimum charge of two hours.

3.0 OTHER

3.1 Signaling. The Parties will interconnect their networks using Signaling System 7 ("SS7") signaling as defined in applicable industry standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks. Signaling information shall be shared between the Parties based upon bill and keep compensation.

3.2 Signaling Parameters. RLEC and Choice One shall provide each other the proper signaling information (*e.g.*, originating Calling Party Number ("CPN"), Jurisdiction Indication Parameter ("JIP") and destination called party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All SS7 signaling parameters will be provided, where technically feasible, including CPN, JIP, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information) or JIP on at least ninety-five percent (95%) of total traffic, then such unidentified traffic will, subject to audit, be treated as having the same jurisdictional ratio as the identified traffic. Each Party will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN/no-JIP traffic does not include traffic other than Local Traffic. Choice One and RLEC agree to cooperate to resolve any discrepancies related to traffic delivered, through the use of sampling, statistics, and/or PLU and PIU formulas. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.

3.3 Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by its End Users of its Telephone Exchange Services. The Parties acknowledge and affirm that calls to 911/E911 services shall NOT be routed over the trunk group(s) established between the Parties pursuant to this Agreement. To the extent that a Party incorrectly routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls.

4.0 INTERCARRIER COMPENSATION

4.1 Treatment of Local Traffic

4.1.1 The specific compensation terms and conditions set forth in this Section of the Agreement for Local Traffic are not applicable to any other kind of traffic, including Interexchange Traffic.

4.1.2 The Parties agree that the nature of the Local Traffic to be exchanged between the Parties and all other mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that the relative obligations and

consideration are sufficiently in balance between the Parties such that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of Local Traffic within the scope of this Agreement. Both Parties acknowledge their own independent determination of the equal consideration under this Agreement for Local Traffic.

4.2 Treatment of Local Internet Traffic

4.2.1 The Parties agree to transport, switch, and terminate Local Internet Traffic in the manner described below.

4.2.2 The Parties acknowledge that under current network and service arrangements, Local Internet Traffic may be switched and transported as if it is Local Traffic. The Parties will treat Local Internet Traffic under the conditions set forth in this Section 4.2. The switching and transport of Local Internet Traffic over the Interconnection trunking facilities by either Party, however, will not be deemed or construed by either Party as either agreement or acknowledgment by the Parties that this arrangement is proper or required.

4.2.3 The Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to, the mutual exchange of Local Internet Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the Agreement set forth above, neither Party will owe a net due amount to the other Party for the origination or the termination of Local Internet Traffic including, but not limited to, compensation for switching, transport or termination of Local Internet Traffic until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic. Both Parties acknowledge their own independent determination of the equal consideration under this Agreement for Local Internet Traffic.

4.2.4 Any call placed to an ISP that is not Local Internet Traffic including, but not limited to, a call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP shall not be treated as Local Internet Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the Party's applicable tariffs and the application of intrastate or interstate Switched Exchange Access Service tariffs.

4.3 Treatment of Exchange Access Traffic

4.3.1 The Parties agree that all traffic, other than Local Traffic and Local Internet Traffic, that is originated or terminated on the public switched network, regardless of: (1) technology used to originate, terminate or transport such traffic; (2) whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call; and (3) whether the

traffic is considered VoIP, will be subject to either intrastate or interstate access charges (based on the end points of the call) at rates provided in the Party's access tariff.

4.3.2 The terms of compensation for Local Traffic and Local Internet Traffic do not apply to, *inter alia*, the following; (1) interstate or intrastate Exchange Access or exchange services for Exchange Access; (2) intraLATA Toll Traffic or interLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis (3) Optional Extended Local Calling Area Traffic; and (4) any wireless traffic. The terms of compensation for Local Traffic and Local Internet Traffic do not apply to traffic either originated from or terminated to a Party's End User, where the End User location is physically located outside of the geographic area that has been identified as the Rate Center Area associated with a particular NPA-NXX.

4.3.3 The Parties agree to comply with and compensate each other for the provision of Exchange Access service according to their respective interstate and intrastate access tariffs for all Interexchange Traffic, irrespective of the technology(ies) employed at any point on the call, any alleged "enhancements" that either Party or anyone else may apply to the call, or any other claim that the call should be treated differently from traditional switched voice traffic.

4.4 Treatment of Voice Over Internet Protocol Traffic

4.4.1 VoIP Traffic calls will be originated and terminated in the same manner as each Party does for traditional, TDM-originated circuit-switched Traffic. VoIP Traffic shall be subject to the exact same compensation terms and conditions as applies for circuit switched calls. Consequently, VoIP Traffic that both originates and terminates within a local calling area as defined for Local Traffic pursuant to this Agreement will also be treated as Local Traffic pursuant to this Agreement. All other VoIP Traffic will be treated as either intrastate or interstate interexchange traffic subject to the same terms and conditions as any other circuit-switched interexchange traffic, including the application of originating and terminating Switched Exchange Access Service tariff charges.

4.5 Other

4.5.1 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits the circumvention of the application of intrastate or interstate access charges by other Party.

4.5.2 Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center Areas associated with the telephone number; (b) adopt the Rate Center Areas for the assignment of telephone numbers that are identical to those used by the

incumbent local exchange carriers that serve the Local Service Exchange Areas related to the Local Traffic exchanged pursuant to this Agreement; and (c) assign whole NXX Codes to each Rate Center Area, or where applicable, thousand number blocks within a NXX Code assigned to that Rate Center Area. At such time as Choice One requests RLEC to establish interconnection to enable Choice One to provide Telephone Exchange services which will result in the exchange of Local Traffic between the Parties or requests additional IPs, the Parties will determine the number of NXX Codes, or where applicable thousand number blocks within a NXX Code, necessary to identify the jurisdictional nature of traffic for intercompany compensation purposes, including the identification of Local Traffic and Local Internet Traffic that is mutually exclusive from traffic subject to tariffed Switched Access Service charges.

5.0 LOCAL NUMBER PORTABILITY OR DIRECTORY LISTING

5.1 Choice One does not desire local number portability or directory listings, and, therefore, none are provided under this Agreement. Accordingly, since there is no LNP, no service order charges are reflected under this Agreement.

APPENDIX A
PRICING SCHEDULE

1. Reciprocal Compensation for the Transport and Termination of Local Traffic pursuant to the provisions of Section 4 of the Interconnection Attachment.
2. Tariffed switched access charges for Interexchange Traffic pursuant to the provisions of Section 4 of the Interconnection Attachment.
3. LSR Service Order Charges shall be negotiated and added should LNP be implemented.

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of August 2010 copies of the foregoing document have been served, via electronic and first class mail, postage prepaid at Harrisburg, Pennsylvania, as indicated, upon the persons listed below in accordance with the requirements of 52 Pa Code §§ 1.54 and 1.55 of the Commission's rules.

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Norman J. Kennard, Esq.

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