



VIA ELECTRONIC FILING

August 13, 2013

Rosemary Chiavetta, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: Adoption of an Opt-in Interconnection Agreement Between Frontier Communications of Pennsylvania, Frontier Communications of Breezewood, Frontier Communications of Canton, Frontier Communications of Lakewood, Frontier Communications of Oswayo (collectively, "Frontier") and Time Warner Cable Information Services (Pennsylvania), LLC

Dear Secretary Chiavetta:

Enclosed for filing is an Opt-in Agreement for Interconnection between Frontier and Time Warner Cable Information Services (Pennsylvania), LLC, pursuant to Section 251 (i) of the Telecommunications Act of 1996 ("The Act").

The Parties agree that the opt-in agreement shall consist of the Agreement for Interconnection between Frontier and Comcast Business Communications, LLC, originally approved by the Pennsylvania Public Utility Commission at Docket No. A-2008-2077502, original order entry date of February 5, 2009, Amendment No. 1, approved at Docket No. A-2012-2310365, order entry date August 2, 2012, and Amendment No. 2, approved at Docket No. A-2012-2327339, order entry date December 5, 2012. Also enclosed is an affidavit certifying the Opt-in agreement is a true and correct copy of the executed agreement. The Act specifies in Section 252 (e) (4) that if a state agency does not act to approve or reject an agreement reached by negotiation within ninety (90) days following the filing, it shall be deemed approved.

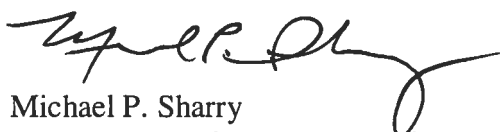
Time Warner Cable Information Services (Pennsylvania), LLC is being represented by:

Maribeth Bailey
Senior Director, Interconnection Policy Regulatory
60 Columbus Circle
New York, NY 10023
Telephone: 212-364-8440

Letter to Rosemary Chiavetta
August 13, 2013
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It is respectfully requested that the opt-in agreement be approved by the Commission.

Respectfully submitted,



Michael P. Sharry
State Manager Government and External Affairs
Frontier Communications
100 CTE Drive
Dallas, Pennsylvania 18612
Tel: 570-631-5366

cc (via US Mail): Maribeth Bailey, Time Warner

cc (via US Mail): Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101

Office of Small Business Advocate
1102 Commerce Bldg
300 Second Street
Harrisburg, PA 17101

AFFIDAVIT

I, Michael P. Sharry, depose and state:

I am State Manager Government and External Affairs of Frontier Communications. My address is 100 CTE Drive, Dallas, Pennsylvania 18612. The facts relating to the matters addressed in the Opt-in Interconnection Agreement between Frontier and Time Warner Cable Information Services (Pennsylvania), LLC have come to be known to me in the course of my employment.

I have reviewed same opt-in agreement and attest it is a true and correct copy of the agreement executed by both parties.


Michael P. Sharry

August 13, 2013
Date

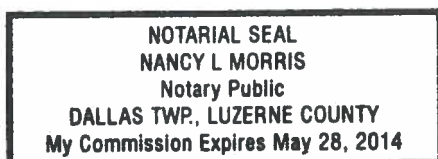
NOTARY VERIFICATION

State of Pennsylvania)
County of Luzerne)

TO WIT:

On August 13, 2013, before me, a Notary Public of such State and County, appeared Michael P. Sharry, who is the individual who executed this Affidavit.

Subscribed and sworn before me this 13th day of August, 2013. My Commission expires on
May 28, 2014.




Notary Public



Stephen LeVan
SVP, Carrier Sales and
Services
180 S. Clinton Ave
Rochester, NY 14646

August 8, 2013

David Flessas
SVP, Network Operations and Planning
60 Columbus Circle
New York, NY 10023

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Flessas:

Frontier Communications of Breezewood, LLC, Frontier Communications of Pennsylvania, LLC, Frontier Communications of Canton, LLC, Frontier Communications of Oswayo River, LLC, and Frontier Communications of Lakewood, LLC (collectively "Frontier"), all Pennsylvania limited liability companies, with a principal place of business at 180 S. Clinton Avenue, Rochester, NY, 14646, has received correspondence stating that Time Warner Cable Information Services (Pennsylvania), LLC ("TWCIS PA"), a limited liability company, with principal place of business at 60 Columbus Circle, New York, NY 10023, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Comcast Business Communications, LLC ("Comcast") and Frontier that was approved by the Pennsylvania Public Utilities Commission (the "Commission") as an effective agreement in the commonwealth of Pennsylvania in Docket No. A-2008-2077502 as such agreement exists on the date hereof including, without limitation, Amendment[s] one and two, after giving effect to operation of law (the "Terms"). I understand TWCIS has a copy of the Terms. Please note the following with respect to TWCIS's adoption of the Terms.

1. By TWCIS's countersignature on this letter, TWCIS hereby represents and agrees to the following seven points:

A. TWCIS adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that TWCIS shall be substituted in place of Comcast Business Communications, LLC and Comcast in the Terms wherever appropriate.

B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Frontier (i) that no longer applies to Frontier under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO

Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

C. Notice to TWCIS and Frontier as may be required or permitted under the Terms shall be provided as follows:

To Time Warner Cable Information Services (Pennsylvania), LLC
Julie P Laine
Group VP & Chief Counsel, Regulatory
60 Columbus Circle
New York, NY 10023
Telephone Number: 212-364-8482

To Frontier:
Frontier Communications
Attn: Director, Business Operations - Carrier Services
180 S. Clinton Avenue
Rochester, NY 14646
Telephone Number: 585-777-5131
Internet address: Roderick.cameron @ftr.com

with a copy to:

Frontier Communications
Attn: Associate General Counsel
1500 McCorkle Ave
Charleston, WV 25396

D. TWCIS represents and warrants that it is a certified provider of local telecommunications service in the commonwealth of Pennsylvania, and that its adoption of the Terms will cover services in Frontier's service territory in Pennsylvania only.

E. In the event an interconnection agreement between Frontier and TWCIS is currently in effect in the commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

F. TWCIS's adoption of the Terms will be effective on upon commission approval of this adoption.

2. As the Terms are being adopted by TWCIS pursuant to Section 252(i) of the Act, Frontier does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Frontier of the Terms does not in any way constitute a waiver

by Frontier of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Frontier of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of TWCIS's adoption of the Terms.

3. Nothing herein shall be construed as or is intended to be a concession or admission by Frontier that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Frontier expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

4. Frontier reserves the right to deny TWCIS's application of the Terms, in whole or in part, at any time:

A. when the costs of providing the Terms to TWCIS are greater than the costs of providing them to Comcast;

B. if the provision of the Terms to TWCIS is not technically feasible; and/or

C. to the extent that Frontier otherwise is not required to make the Terms available to TWCIS under applicable law.

5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Frontier has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Frontier's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("FCC Internet Orders"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act. Any compensation to be paid for Internet traffic will be handled pursuant to the terms of the FCC Internet Orders, not pursuant to adoption of the Terms. Moreover, in light of the FCC Internet Orders, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act. In fact, the FCC Internet Orders made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.

6. Should TWCIS attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Frontier reserves its rights to seek appropriate legal and/or equitable relief.

7. In the event that a voluntary or involuntary petition has been or is in the future filed against TWCIS under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Frontier under such laws, including, without limitation, all rights of Frontier under 11 U.S.C. § 366,

shall be preserved, and TWCIS's adoption of the Terms shall in no way impair such rights of Frontier; and (B) all rights of TWCIS resulting from TWCIS's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Frontier pursuant to 11 U.S.C. § 366.

SIGNATURE PAGE

Please arrange for a duly authorized representative of TWCIS to sign this letter in the space provided below and return it to Frontier.

Sincerely,

FRONTIER COMMUNICATIONS OF BREEZEWOOD, LLC
FRONTIER COMMUNICATIONS OF PENNSYLVANIA, LLC
FRONTIER COMMUNICATIONS OF CANTON, LLC
FRONTIER COMMUNICATIONS OF OSWAYO RIVER, LLC
FRONTIER COMMUNICATIONS OF LAKEWOOD, LLC



Stephen LeVan

8.12.13

(DATE)

Reviewed and countersigned as to Paragraph 1:

TIME WARNER CABLE INFORMATION SERVICES (PENNSYLVANIA), LLC



David Flessas
SVP, Network Operations and Planning

8.9.13

(DATE)

**AGREEMENT FOR
LOCAL INTERCONNECTION**

between

**Frontier Communications of Breezewood, LLC
Frontier Communications of Pennsylvania, LLC**

and

Comcast Business Communications, LLC

Dated: August 1, 2008

**AGREEMENT FOR
LOCAL INTERCONNECTION**

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AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection ("Agreement") made this 1st day of August, 2008, is by and between Frontier Communications of Breezewood, LLC, and Frontier Communications of Pennsylvania, LLC (together "Frontier") both Limited Liability Companies, having its principal place of business at 180 South Clinton Avenue, Rochester, New York 14646 ("Frontier") and Comcast Business Communications, LLC, a Pennsylvania limited liability company, having its principal place of business at One Comcast Center, Philadelphia, PA 19103 ("Carrier"). Frontier and Carrier may also be referred to herein singularly as a "Party" or collectively as "the Parties".

SECTION 1. RECITALS AND PRINCIPLES

Frontier is a telecommunications company authorized to provide telecommunications services in the State of Pennsylvania; and

Carrier is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the State of Pennsylvania; and

Pursuant to Section 251 of the Act, the Parties have in good faith negotiated, and agreed on local Interconnection terms and conditions to directly or indirectly interconnect their networks as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Frontier hereby covenant and agree as follows:

SECTION 2. GENERAL 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.

2.1 Access Services is a service that connects interexchange carriers to their End Users located within a local access and transport area (LATA). Access service is used in originating and terminating intraLATA/interLATA toll telecommunications.

2.2 Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to identify the specific trunking and facilities request for Interconnection.

2.3 Act means the Communications Act of 1934, as amended from time to time.

2.4 Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.

2.5 CLLI Codes means Common Language Location Identifier Codes

2.6 Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc.).

2.7 Competitive Local Exchange Carrier (CLEC) means a telephone company certified by the Commission, for Frontier's franchised area, to provide local exchange service within Frontier's franchised area, and which has a Local Exchange Carrier Tariff approved by the Commission.

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

2.9 DS3 is a digital signal rate of 44.736 Mbps.

2.10 End User means the ultimate user or consumer of the telecommunications services being sold or resold by either Party.

2.11 End User Location means the physical location of the premises where an End User makes use of the telecommunications services.

2.12 End User Of Record means the entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service, and making payment in full of charges incurred such as toll, directory assistance, etc.

2.13 Enhanced Services shall refer to services, offered over common carrier transmission facilities, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information. In addition and without limiting the foregoing, internet, information services, voicemail, and interactive 900 services are Enhanced Services, of which the voice or TDM component both originates and terminates within the local calling area as defined by Frontier tariffs. If the voice or TDM component does not both originate and terminate within such local calling area, the traffic shall not be covered by this Agreement and shall be subject to interstate or intrastate access tariffs depending on the geographic points of voice or TDM origination and termination.

2.14 Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMI format is contained in ATIS/OBF-EMI-016, an Alliance of Telecommunications Industry Solutions (ATIS) document, which defines industry standards for exchange message records.

2.15 Interconnection in this Agreement is as defined in the Act.

2.16 Internet Service Provider (ISP) Bound Traffic means traffic delivered by a local exchange carrier, indirectly or directly, to a provider of Internet Services, of which the voice or TDM component both originates and terminates within the local calling area as defined by Frontier tariffs. If the voice or TDM component does not both originate and terminate within such local calling area, the traffic shall not be covered by this Agreement and shall be subject to interstate or intrastate access tariffs depending on the geographic points of voice or TDM origination and termination.

2.17 Local Exchange Routing Guide (LERG) is a Telcordia reference document used by carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.

2.18 Local Traffic for the purposes of the Agreement, means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network, within a given local calling area, or mandatory expanded area service ("EAS") area as defined in Frontier's tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission. Local calls must be actually originated by and actually terminated to parties physically located within the same local calling area regardless of the NXX assigned to the calling and called parties. These definitions of "local traffic" will not be deemed to affect the rights of either Party to bill its own end-users its own charges for any such call.

2.19 Local Service Provider Guide (the "Guide") means the document provided to Carrier by Frontier, included by reference herein, which outlines the process and procedures for ordering and maintaining carrier services. This document may be updated from time to time by Frontier. This document is to be used as reference only and is not a part of this agreement.

2.20 Network Interface Device (NID) is a device that connects the inside wire at the End User Location to a telephone network.

2.21 Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local Traffic.

2.22 Reciprocal Compensation is as Described in the Act.

2.23 Transit Service is the delivery of certain traffic between Carrier and a third party ILEC, CLEC or CMRS provider by Frontier over a separate trunk group between Carrier and Frontier where appropriate trunks exist between Carrier and third party through Frontier's tandem. The following traffic types will be delivered: (i) Local Traffic originated from Carrier to such third-party and (ii) Local Traffic originated from such third-party to Frontier's tandem and terminated to Carrier.

2.24 A Wire Center is the location of one or more local switching systems, a point at which End Users' loops converge.

SECTION 3. DEPOSIT and ADVANCE PAYMENT REQUIREMENTS

3.1 Frontier may, in order to safeguard its interest, require Carrier to make a deposit to be held by Frontier as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established or can be determined by Frontier's commercially reasonable analysis of a credit profile provided by Carrier, or other relevant information regarding Carrier's credit and financial condition. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. A deposit will be returned with interest, at the Commission prescribed deposit rate, if and when Carrier pays its undisputed bills on time for twelve (12) consecutive months.

3.2 Such deposit may not exceed two (2) months' estimated billing.

3.3 The fact that a deposit has been made in no way relieves Carrier from complying with Frontier's regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Frontier providing for the discontinuance of service for non-payment of any sums due Frontier.

3.4 Frontier reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment, or a significant probability of a bankruptcy filing by Carrier.

3.5 In the event that Carrier defaults on its account, service to Carrier will be terminated and any deposits held will be applied to its account.

SECTION 4 CARRIER ACCOUNT SET UP

4.1 Carrier must provide the appropriate Frontier representative the necessary documentation to enable Frontier to establish a master account for Carrier. Such documentation will include a completed Carrier Master Account Questionnaire, proof of authority to provide telecommunications services within Frontier territory, proof that tariffs are on file and approved by the applicable Commission, and a tax

exemption certificate, if applicable. Frontier will have no obligation to begin taking orders for service until after the necessary documents have been provided to Frontier, and the necessary deposit requirements are met.

SECTION 5 SERVICE TO END USER

5.1 Carrier will be the End User of Record for all services purchased from Frontier. Except as otherwise specified herein, Frontier will only take orders from, bill and expect payment from Carrier for all services. Carrier will be Frontier's single point of contact for all services purchased pursuant to this Agreement.

5.2 Frontier will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Frontier.

5.3 Service is furnished subject to the condition that it will not be used for any unlawful purpose. Frontier may refuse to provide service to Carrier when it has reasonable grounds to believe that service will be used in violation of the law.

5.4 Frontier may refuse to provide service to Carrier when it has reasonable grounds to believe that service will jeopardize the reliability or efficiency of Frontier's network or interferes with or prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to End Users. Notice of refusals will be provided in writing to the parties listed in Section 30 of this Agreement.

5.5 Carrier will be the single point of contact with Frontier for all ordering activity resulting in additions or changes to services except that Frontier will accept a request directly from the End User for conversion of the End User's service from Carrier to Frontier.

SECTION 6. COORDINATION OF TRANSFER OF SERVICE (EXCLUDING RESALE)

6.1 Procedures for Coordinated Transfer of Service Activities. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures based on the FCC's rules and orders that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Frontier may describe its preferred procedures in its Guide. Reference to Frontier Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Agreement, including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described herein. If any provision contained in this Agreement and the Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall apply.

6.2 Coordinated Transfer of Service Activities. There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities in the time zone in which the work is to be performed between the hours of 8:00 a.m. and 5:00 p.m. Monday – Friday excluding holidays. The Parties may charge each other for the coordinated transfer of service activities scheduled outside of the specified hours at reciprocal rates that shall be consistent with the applicable rates set forth in Frontier's tariff.

6.3 Letter of Authorization. The Parties certify that upon submitting an LSR to the other party that they will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. The Parties will not require separate LOAs to be produced prior to processing an LSR submitted by the other Party. The Parties, however, must be able to demonstrate End User authorization upon reasonable request in the event of a dispute, after an LSR is processed. Each Party is responsible for obtaining and retaining LOAs or third party verifications (TPVs) from each End User in accordance with applicable Commission and FCC rules. If there is a conflict between a Frontier End User and Carrier regarding the disconnection or provision of services, Frontier will honor the latest dated LOA or TPV and Carrier will be responsible for any non-recurring charges associated with restoring

the End User's prior service with Frontier. If there is a conflict between a Carrier End User and Frontier regarding the disconnection or provision of services, Carrier will honor the latest dated LOA or TPV and Frontier will be responsible for any non-recurring charges associated with restoring the End User's prior service with Carrier.

6.4 Transfer of Service Announcement. Where an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party formerly providing service to the End User may provide a transfer of service announcement, where requested by the End User, and where transfer of service announcement capability is available, on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this End User. The service announcement will be provided, where available, by the Party formerly providing service.

6.5 Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number. When an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party from which the End User is transferring will honor requests for disconnection and service announcement initiation, where available, from the Party to which the End User is transferring. The Party to which the End User is transferring service will provide to the other Party the End User's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the End User is transferring will coordinate with the other Party the disconnection and service announcement initiation to coincide with the service transfer request date. The service announcement where available will be provided on the vacant number upon disconnect coinciding with the service transfer date. The Parties agree that the installation date will precede the disconnection date.

6.6 Disconnect and Coordination of Number Portability for Service Transfers without Change of Number. When an End User changes service from one Party to the other Party and the End User retains his or her original telephone number(s), the Party from which the End User is transferring will honor requests for disconnection and local number portability, where available, from the Party to which the End User is transferring. The Party to which the End User is transferring will provide the other Party the information deemed required by the FCC's rules and orders using the industry standard LSR format. With LNP, the Parties will coordinate the disconnection, the connection, and number portability activities in accordance with Attachment 3, Local Number Portability of this Agreement.

6.7 Combined Transfer of Service Requests. 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.

6.8 Bulk Requests for Transfer of Service. From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for End Users having the same billing account number.

6.9 Access to the Network Interface Device (NID). Where applicable, each Party will allow the other Party access to the End User side of the NID consistent with FCC rules. The Party to which the End User is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the End User is transferring service. Where a NID is of the type which provides for End User access to one side of the NID, the Party to which the End User is transferring service may elect to remove the inside wire at the connection(s) within the End User side of the NID. Where a NID is of an older type not allowing access to the End User side of the NID, the Party to which the End User is transferring service must make a clean cut of the inside wire at the closest point to the NID. The Parties recognize that transfer of service between facilities based providers may not require access to the NID.

6.10 Expedited Order Charge. Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charges are listed in Attachment 7, Pricing, and shall be applied reciprocally by the Parties.

6.11 Service Date Modifications/ Carrier Not Ready. The Parties may request a change in due date at least twenty-four (24) business hours prior to the originally scheduled due date. Supplemental charges will apply when a request for a new due date is received after the LSR has been confirmed via firm order commitment (FOC). Supplemental order charges are listed in Attachment 4, Pricing. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. The following are instances when additional charges may apply: 1) the new service date is changed to an earlier date, then expedited order charges will apply; 2) If the request for modification to the service date occurs within twenty-four (24) hours of the scheduled due date, the requesting Party will be subject to charges for work and labor-related expenses already completed (Labor related expenses may include rolling of a truck in order to remove services the end user had as a Frontier customer); 3) If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges may apply. These charges will apply on a per occurrence basis.

SECTION 7. AUDIT

7.1 Subject to the terms and conditions of this Section, and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, each Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records and other documents that relate solely to the Parties' billing to the other Party under this Agreement and to the identification of traffic subject to this Agreement, in order to evaluate the accuracy of such other Party's billing and invoicing; provided however, such audits shall not occur more than once a year except as provided herein. Such audits shall take place at a time and place agreed to by the Parties no later than thirty (30) days after notice thereof to such other Party. The audit shall be conducted during normal business hours of the Party being audited, at an office designated by the Party being audited. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit.

7.2 Each Audited Party shall use reasonable efforts to promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the Dispute Resolution Section of the General Terms and Conditions of this Agreement.

7.3 Each Audited Party shall cooperate fully in any such audit, providing reasonable access to any such auditors, providing reasonable access to any and all appropriate employees and relevant books, records and other documents reasonably necessary to assess the accuracy of its bills.

7.4 Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during a year if the previous audit uncovered incorrect net variances or errors in invoices in favor of the Audited Party having an aggregate value of no less than five percent (5%) of the total amount payable by the Auditing Party during the period covered by the audit.

7.5 All audits shall be conducted at the sole cost and expense of the Auditing Party.

7.6 Upon (i) the discovery by either Party of the overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse to the Party thereto the amount of any overpayment together with interest thereon at a rate of 0.5% per month.

SECTION 8. DISPUTE RESOLUTION

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. In the event that the Parties are unable to resolve a default or other dispute, the Parties shall then submit the matter to the

Commission or another mutually agreed upon mediator for non-binding mediation. If mediation is unsuccessful, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties and the dispute. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

SECTION 9. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

- 9.1 Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;
- 9.2 War, revolution, civil commotion, acts of public enemies, terrorism, blockade or embargo;
- 9.3 Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
- 9.4 Labor difficulties, such as strikes, picketing or boycotts provided that, in the event of a labor difficulty, the Parties agree to provide service to each other at a level equivalent to the level they provide themselves;
- 9.5 Delays caused by other service or equipment vendors;
- 9.6 Any other circumstance beyond the reasonable control of the Party affected; then the Party affected, upon giving notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use reasonable efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

SECTION 10. REGULATORY APPROVALS

- 10.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.
- 10.2 In the event the FCC or the Commission promulgates rules or regulations, rates or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful or changes the intent of any provision of this Agreement, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. In the event the Parties cannot agree on an amendment within ninety (90) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in the Dispute Resolution Section of this Agreement.
- 10.3 The Parties acknowledge that terms of this Agreement were established pursuant to FCC and Commission orders. Nothing in this Agreement shall be deemed an admission by the Parties regarding the interpretation or effect of these rules or orders or an admission by either party that the existing rules or order shall not be changed, vacated dismissed or modified.

10.4 The Parties jointly agree to cooperate in the filing of this Interconnection Agreement and share equally the expenses associated with obtaining Commission approval.

SECTION 11. ENTIRE AGREEMENT

This Agreement 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 will 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.

SECTION 12. TERM OF AGREEMENT

12.1 This Agreement will become effective upon the first business day following the date this Agreement has been approved by the Commission and will continue for a period of two (2) years unless terminated earlier under the conditions set forth herein. This Agreement will be automatically renewed for successive periods of six (6) months after the initial term unless either Party provides the other Party with no less than ninety (90) day's prior, written notification of its intent to terminate this Agreement or its desire to renegotiate at the end of the initial or any successive period. If Frontier provides its intent to terminate this Agreement, and Carrier responds to Frontier with its request to negotiate a successor agreement, the terms of this Agreement shall remain in full force and effect until the effective date of the successor agreement. If Carrier does not respond to Frontier's written notification of the intent to terminate the Agreement prior to the expiration of the Agreement term, the Agreement will terminate and not renew at the end of the Agreement term. Either Party may send a request to renegotiate this Agreement upon its termination and the Parties intend that the negotiation and arbitration processes of the Act will be applicable to such a request. The date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under Section 252 of the Act. The Parties intend that a renegotiated or arbitrated Agreement will be effective as of the effective date of such renegotiated or arbitrated Agreement.

12.2 Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

SECTION 13. INSURANCE

13.1 Carrier will carry or cause to be carried the following insurance coverage which will be paid for and maintained at all times during the term of this Agreement. Such coverage will be provided through an insurance provider with an A.M. Best financial rating of "A-" or better. Frontier shall be named as an additional insured on all applicable policies as specified below except for Workers' Compensation.

(i) Commercial General Liability Insurance with a minimum limit of liability of \$2,000,000.00 combined single limit for each occurrence for bodily injury including death, and property damage. Such coverage under the Contractual Liability section will be broad enough to cover the terms and conditions of the Indemnification clause included with this Agreement. Coverage for explosion collapse and underground ("x, c, u") will be included.

(ii) Business Automobile Liability Insurance with a minimum limit of liability of \$2,000,000.00 combined single limit for each occurrence for bodily injury, including death, and property damage, covering any automobile used and or operated by, or on behalf of the Carrier on Frontier's Real Property.

(iii) Workers Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of \$500,000 each accident, \$500,000 disease - each employee, \$500,000 disease - policy limit.

(iv) Excess Liability Insurance with a minimum limit of \$10,000,000. The limit of liability under this insurance may be increased accordingly to satisfy the minimum limit requirements under the Commercial General Liability, Business Automobile Liability and Employer's Liability Insurances.

(v) Property Insurance in an amount sufficient to cover the cost of replacing Carrier's Equipment on Frontier's property or located at or used at Frontier's facility. Such insurance policy will provide that the insurance company will waive all rights of recovery by way of subrogation against Frontier in connection with any damage covered by the policy.

(vi) Upon the commencement of this Agreement and upon renewal of any policy referenced, satisfactory evidence of compliance with such insurance requirements will be issued to the Frontier. The insurance companies referenced on such evidence will give the Licensor at least thirty (30) days advance written notice of any material change to, and/or cancellation of any of the policies referenced in such evidence.

(vii) All insurance must be in effect on or before the occupancy date and shall remain in force as long as Carrier's facilities remain within any spaces governed by this Agreement. If Carrier fails to maintain the coverage, Frontier may pay the premiums thereon and Carrier shall reimburse Frontier for such payments.

SECTION 14. AMENDMENT OF AGREEMENT

No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

SECTION 15. WAIVERS

15.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

15.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

15.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 16. INDEPENDENT CONTRACTORS

Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

SECTION 17. LIMITATION OF LIABILITY

17.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort,

including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed.

17.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 17.1, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

17.3 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, termination, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

17.4 Notwithstanding any other provisions of this Agreement, each Party shall defend and indemnify and shall hold the other Party harmless from and against any and all loss alleged to have been incurred by an End User of the indemnifying Party or any other third party to the extent such loss arises or is attributable to indemnifying Party's performance or failure to perform.

SECTION 18. INDEMNITY

18.1 Each Party will each defend, indemnify, hold harmless the other Party from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the negligence and/or willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is responsible hereunder.

18.2 Each Party will each defend, indemnify, hold harmless the other Party and/or acquire any license or right for the benefit of the other Party, arising from any claim, demand or proceeding (hereinafter "Claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or other facilities, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Frontiers or Carrier under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party. Each Party's indemnification obligation will be to the extent of infringement by the indemnifying Party

18.3 The indemnified Party will notify the indemnifying Party promptly in writing of any claims, lawsuits, or demands by third Parties for which the indemnified Party alleges that the indemnifying Party is responsible under this Section and if requested by the indemnifying Party, shall tender the defense of such claim, lawsuit or demand.

(1) In the event the indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the indemnified Party may proceed to defend or settle said action and the indemnifying Party shall hold harmless the indemnified Party from any loss, cost, liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

18.4 Notwithstanding any other provisions of this Agreement, in the case of claims or loss alleged or incurred by an End User Customer of Carrier arising out of or in connection with services provided to the End User Customer by Carrier, Carrier shall defend and indemnify Frontier and its officers, directors, employees and agents against any and all such claims or loss by Carrier's End User Customers

SECTION 19. DISCLAIMER OF WARRANTIES

19.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS), THE PARTIES AGREE THAT FRONTIER HAS NOT MADE, AND THAT THERE EXISTS, NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY CARRIER OF FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY FRONTIER UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

19.2 It is the express intent of the Parties that each Party be solely responsible for all claims of its End Users that arise as a result of the Parties performance of this Agreement, including, without limitation, any credits or adjustments that may be issued or required to be issued to its End Users.

SECTION 20. ASSIGNMENT

Any assignment or delegation by either Party to any non-affiliated entity or to any affiliated entity that is not certificated as a local exchange carrier or is not accorded interconnection rights under Section 251 of the Act of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an affiliate that is certificated as a local exchange carrier shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

SECTION 21. CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and the Commission Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state, without regard to its conflicts of laws principles, shall govern.

SECTION 22. SEVERABILITY

Subject to Section 10, Regulatory Approval, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

SECTION 23. NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES

23.1 Nothing herein contained shall be construed as creating a partnership or joint venture by or between the Parties.

23.2 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

SECTION 24. CHARGES AND PAYMENTS

24.1 In consideration of the services provided by Frontier under this Agreement, Carrier shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services provided by Carrier under this Agreement, Frontier shall pay the charges set forth in this Agreement. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

TO CARRIER

Comcast Phone
Attention: John Blimmel
183 West Inverness Drive
Englewood, CO 80112
Telephone (720) 267-4424

TO FRONTIER

Frontier Communications
Attention: Jeff Wiebers
Director, Access Billing
14500 Burnhaven Dr. Suite 193
Burnsville, MN 55306
Telephone (952) 435-1338

24.2 A monthly billing statement with a consistent, regular bill date shall be prepared by each Party and will reflect the calculation for amounts due under this Agreement. All bills dated as set forth above will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the last business day preceding the Saturday, Sunday or Legal Holiday. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.

24.3 Billing: The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

24.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Billed Party) shall within ninety (90) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount. Notwithstanding the foregoing, in no event shall the Billing Party be permitted to back-bill for any charge or charges more than twelve (12) months after the billing period in which the charges were incurred.

24.3.2 In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty.

24.3.3 In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty as set forth herein.

24.3.4 Undisputed amounts shall be paid when due as set forth in Section 24.2 above. If any payment or portion thereof is either received by the Billing Party in funds that are not immediately available to the Billing Party or not received by the bill due date, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

24.4 Both Parties shall use the Dispute Resolutions procedures as described herein.

SECTION 25. DEFAULT

25.1 In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and:

25.1.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within ten (10) days of receiving such notice; provided that in no event shall such notice of non-payment be provided to a Party until after the expiration of the period for disputing an invoice set forth in Section 24.3.1 above. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

In addition, if such material breach is for non-payment of amounts due hereunder and such amounts have not been disputed, the non-breaching Party may:

- (1) refuse additional applications for any service provided under this Agreement;
- (2) refuse to complete any pending orders for additional services any time thereafter, and/or;
- (3) on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the Commission, to the person designated to receive such notice, discontinue the provision of existing services at any time thereafter.

25.1.2 If the non-breaching Party does not refuse additional applications for additional services, and the non-payment continues, nothing contained herein shall preclude the non-breaching Party from refusing additional applications for services without further notice. If the non-breaching Party discontinues provision of the additional services, all applicable charges, including termination charges, shall become due. If the non-breaching Party does not discontinue the provision of services on the date specified in the thirty (30) days notice, and the nonpayment continues, nothing contained herein shall preclude the non-breaching Party from discontinuing the provision of services without further notice.

25.1.3 This section shall not apply in the event a Party is disputing charges under the provisions of this Agreement. Each Party reserves the right to refuse an application for additional services made by any entity that owns or is substantially owned, directly or indirectly, by or is under

common control with, the other Party, so long as the other Party or any such entity is indebted to refusing Party for services previously furnished, until the indebtedness is satisfied. In the event that services are provided to a Party or an entity that owns or is substantially owned, directly or indirectly, by or is under common control with, such Party, such services may be terminated by the other Party unless the Party receiving services satisfies the indebtedness owing to the other Party within thirty (30) days after written notification. Such notification shall be made by certified U. S. mail to the person designated by the Party receiving services to receive such notices.

25.1.4 If such material breach is for any failure to perform in accordance with this Agreement, other than for non-payment of amounts due hereunder, or if either Party is otherwise in violation of the law, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within sixty (60) days of such notice, and if breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

SECTION 26. CONFIDENTIALITY AND PUBLICITY

26.1 All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms provided herein.

26.2 As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Frontier Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

26.3 Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

26.3.1 each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care must be reasonably calculated to prevent such inadvertent disclosure;

26.3.2 it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

26.3.3 upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

26.4 Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

26.4.1 is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

26.4.2 was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

26.4.3 was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

26.4.4 is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or

26.4.5 is approved for release by written authorization of the disclosing Party; or

26.4.6 is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

26.4.7 is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

26.5 Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

26.6 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

26.7 All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

26.8 Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement, except that either party may use the name of the other party in truthful comparative advertising.

SECTION 27. NO RIGHTS TO THIRD PARTIES

This Agreement will not provide any third party, including, but not limited to any End User of Carrier, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

SECTION 28. HEADINGS

The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

SECTION 29. EXECUTION IN DUPLICATE

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

SECTION 30. NOTICES

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows:

TO CARRIER

Brian Rankin
Chief Telephony Counsel
Comcast
One Comcast Center
50th Floor
Philadelphia, PA 19103
Tel. No. 215-286-8816

AND

Beth Choroser Comcast
One Comcast Center
50th Floor
Philadelphia, PA 19103
Tel. No. 215-286-7893

TO FRONTIER

Frontier Communications
Attn: Kim Czak
Director, Carrier Services
180 South Clinton Avenue
Rochester, NY 14646
Tel. No. 585-777-7124

AND

Frontier Communications
Attn: Gregg Sayre, Associate General Counsel
180 S. Clinton Ave
Rochester, NY 14646
Tel. No. 585-777-7270

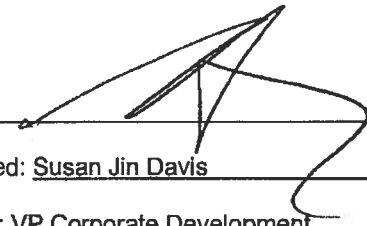
If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

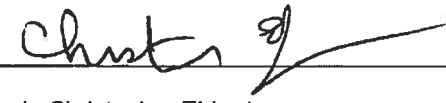
The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

Comcast Business Communications, LLC

Commonwealth Telephone Company dba
Frontier Communications Commonwealth
Telephone Company

Agreement Number: 08-ComcastFCPABreezewd-000

By: 
Typed: Susan Jin Davis
Title: VP Corporate Development
Date: 8/25/08

By: 
Typed: Christopher Eldredge
Title: VP Carrier Sales and Service
Date: 8/25/08

Agreement Number: 08-ComcastFCPABreezewd-000

ATTACHMENT 1

INTERCONNECTION

Comcast Frontier PA Breezewood ICA final 073008.doc

Version: 7/22/99
Revised: 1/22/01

ATTACHMENT 1 – INTERCONNECTION

The Parties hereto, agree to interconnect their facilities and networks for the transport of Local Traffic as follows:

SECTION 1. Interconnection Trunking Arrangements

1.1 The Parties will interconnect their networks directly or indirectly as specified in the terms and conditions contained herein. POIs set forth in this Attachment, may be modified from time to time by either Party only with the written consent of the other Party. Carrier will agree to establish each POI at a technically feasible point on Frontier's network.

1.2 Direct Interconnection is required at one or more of the following locations:

a) POI at the Frontier local tandem office, where available, which will provide switched Interconnection to Frontier End Users served by subtending host and remote offices

b) POI at the Frontier Host Office, which will provide switched Interconnection to Frontier's End Users' served by that host office and subtending remote offices.

1.3 The Parties agree to exchange traffic indirectly subject to 1.3.1 below.

1.3.1 The Parties agree that a direct interconnection is mutually beneficial and desirable when the volume of traffic exchanged between the Parties equals or exceeds a DS1 level over three (3) consecutive months or when the cost of exchanging transit traffic via a third party tandem exceeds one-thousand dollars (\$1000.00) to either Party, per month over three (3) consecutive months. If such level of indirect traffic or third party transit traffic is reached between Carrier's network and a given Frontier end office, the Parties agree, to negotiate in good faith the mutual need for a direct interconnection between Carrier's network and the affected Frontier end office, when either Party makes such request for direct interconnection.

1.4 In order for Carrier to establish a POI, a request will need to be submitted using the POI Request Form located at www.frontieronline.com.

1.5 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI.

1.6 Carrier will be responsible for establishing separate trunk groups for:

1.6.1 Local Traffic, including ISP Bound Traffic and locally-dialed Enhanced Services traffic.

1.6.2 Access Services to enable Interexchange Carriers to originate and terminate traffic from/to Carrier or for Carrier and Frontier to exchange traffic other than Local Traffic.

1.6.3 Transit Service traffic, when connected to a Frontier tandem.

1.6.4 The Parties' services as interexchange service providers are subject to each Party's respective access tariffs provided that Carriers access tariffs are not higher than Frontier's access tariff pursuant to FCC rules.

1.6.5 Connecting Carrier's switch to the applicable E911 routers. If Carrier purchases such services from Frontier, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from Carrier will be processed.

1.6.6 Where a temporary blocking situation exists, the Parties agree that it is mutually beneficial to temporarily overflow blocked traffic to trunk groups not specifically designated for the type of traffic being blocked. The Party rerouting such traffic will give advance notice to the other Party as soon as practicable or immediately after such re-routing has begun. In the event such blocking occurs where Carrier has directly interconnected with Frontier, Carrier agrees to submit an ASR for the augment of the existing trunking, within 5 business days of receipt of notice by Frontier. The Parties agree that traffic will not overflow over an existing transit group unless both Parties have agreed.

1.7 The Parties mutually agree that all Interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical Interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.

1.8 Direct interconnection will be provided via two-way trunks and Carrier will provide trunk group service requests in its discretion. The only compensation or other responsibility for payment for terminating traffic from the POI onward shall be Reciprocal Compensation, if applicable and/or Transit Service charges where a Frontier tandem is used to reach a third party's network and/or Switched Access charges where either Party is acting as an Interexchange Carrier. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for Interconnection between the Parties will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All Interconnection facilities and trunking will be ordered using industry standard ASR as referenced in Frontier's Local Service Provider Guide.

1.9 Carrier will not expect Frontier's local end office switches to act as a tandem on the Carrier's behalf nor will Frontier expect the Carrier's local end office switches to act as a tandem on Frontier's behalf.

1.10 This Agreement is applicable only to Frontier's serving areas. Frontier will not be responsible for Interconnections or contracts relating to any Carrier's Interconnection with any other service provider or telecommunications carrier outside of Frontier's serving area.

1.11 If Carrier provides service using an NPA-NXX assigned to a rate center where Frontier provides extended area service or an applicable regulatory authority approved optional calling plan, and Carrier chooses to indirectly interconnect by using the tandem switching facilities of a third party, Frontier will use its best efforts in order to attempt to route such traffic where technically feasible but where the routing of EAS or optional calling plan traffic is not technically feasible Comcast will be required to directly connect to Frontier's network in order for Frontier to effectively route such traffic to Comcast. In the event Comcast chooses not to directly connect to Frontier, Frontier will have no obligation to route and rate traffic to Carrier's NPA-NXX as an EAS call or pursuant to an optional calling plan.

1.11.1 Frontier shall have no obligation to route traffic through more than one tandem to reach Comcast's network.

1.12 Signaling Systems and Administration

1.12.1 The Parties will, where Frontier has the capability, interconnect their networks using SS7 signaling associated with all Interconnection trunk groups as defined in Telcordia GR-246 "Bell Communications Research Specification of Signaling Systems 7 (SS7) and GR-905, "Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network (ISDN) User Part (ISUP) "including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the Interconnection of their networks. For glare resolution, Frontier will have priority on odd trunk group member circuit identification codes, and carrier will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.

SECTION 2. Testing and Trouble Responsibilities

The Parties agree to:

- 2.1 Cooperatively plan and implement coordinated repair procedures for the local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
- 2.2 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 2.3 Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.
- 2.4 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.
- 2.5 Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the Interconnection trunks prior to referring any trouble to each other.
- 2.6 The Parties' trouble reporting numbers for work centers staffed 24 hours a day/7 days a week are:

Carrier NOC Number: 1-877-501-8310
Frontier NOC Number: 1-800-722-0288

- 2.7 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.
- 2.8 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:
 - 2.8.1 No trouble is found in the Interconnection trunks; or
 - 2.8.2 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

2.8.3 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits.

2.8.4 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.

2.8.5 Billing for maintenance service is based on reciprocal application of Frontier's respective tariffed rates and charges.

SECTION 3. Interconnection Forecasting.

3.1 Semi-annually Carrier will provide Frontier a one (1) year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available.

3.2 The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

3.3 If a trunk group is under seventy five (75) percent of centum call seconds capacity on a monthly average basis for each month of any six (6) month period, either Party may issue an order to resize the trunk group, which will be left with not less than twenty five (25) percent excess capacity. The grade of service for all final facilities between Frontier's central office and Carrier's will be engineered to achieve P.01 grade of service.

3.3.1 The Parties acknowledge that during the first eighteen (18) months of a direct interconnection more flexible trunk utilization parameters may be appropriate. During that time frame, Carrier may request to augment trunk groups with greater than or equal to fifty (50) percent utilization if Carrier believes that seventy five (75) percent capacity will be achieved within nine (9) months. If Carrier provides such a forecast in good faith, Frontier may not unreasonably withhold its agreement to augment the affected trunk groups.

SECTION 4. Reciprocal Compensation for the Transport and Termination of Interchanged Traffic.

4.1 The Parties agree to exchange ISP Bound Traffic in accordance with the Order on Remand by the Federal Communications Commission ("FCC") in CC Docket No. 96-98 on April 27, 2001. All minutes of ISP Bound traffic are to be exchanged on a bill and keep basis between the Parties in accordance with paragraph 81 of the Order, such that neither Party owes the other Party any compensation for the origination, transport or termination of such traffic. The preceding sentence applies only to the exchange of traffic between these Parties and a separate determination of what ISP Bound Traffic was exchanged between Frontier and any other party adopting this Agreement under 47 U.S.C. § 252(i) shall be required in order to determine the appropriate compensation of ISP-Bound Traffic between Frontier and any such other party.

4.1.1 The Parties expect the volume of Local Traffic each Party terminates to be comparable, thereby justifying the use of combined trunks for Local Traffic and ISP Bound Traffic under Attachment 1, Section 1.4. As such it will not be possible to identify Local Traffic and the Parties will reciprocally compensate each other using bill and keep for Local Traffic.

4.2 The Parties will exchange Enhanced Services traffic other than ISP-Bound Traffic on a bill and keep basis where such traffic is dialed as a local call.

4.2.1 The fact that ISP Bound Traffic and Local Traffic are compensated for on a bill and keep basis shall not change the compensation set forth in this Agreement for any other traffic or services, including but not limited to facilities for Interconnection under Section 1 of this Attachment 1, Access Services traffic, wireless traffic, and Transit Service traffic.

4.3 All other Traffic, regardless of the protocols used in connection with such traffic, other than ISP Bound Traffic, Local Traffic, locally-dialed Enhanced Services Traffic, 911 traffic and Transit Service traffic, shall be terminated to a Party subject to that Party's tariffed access charges.

4.4 Traffic terminated to Customers physically located outside the local calling area in which their NPA/NXXs are homed ("Virtual NXX" or "VNXX") is not within the scope of this Agreement, except as provided pursuant to this Section 4.4 of this Attachment 1. Both Parties represent and warrant that they are not exchanging VNXX traffic as of the effective date of the Agreement; however, if either Party should begin using VNXXs, the Party using such VNXXs shall notify the other Party and the Parties shall negotiate a factor to determine the amount of traffic that will be presumed to be Virtual NXX traffic (subject to audit and modification, as necessary). If the Parties are unable to agree to a factor within ninety (90) days following notification that a Party is using VNXXs, either Party may invoke the Dispute Resolution terms in the General Terms and Conditions of this Agreement; provided however, that compensation for such VNXX traffic shall be retroactive to the commencement of such VNXX traffic.

SECTION 5. Transit Service

5.1 Carrier shall compensate Frontier for Transit Service as follows:

Carrier shall pay Frontier a Transit Service charge as set forth in Attachment 7, Pricing for Transit Service originated by Carrier to any third party carrier.

5.1.1 Frontier shall not accept local termination charges on behalf of Carrier for local traffic originated by Carrier and terminated by a third party carrier.

ATTACHMENT 2

ANCILLARY SERVICES

ATTACHMENT 2 ANCILLARY SERVICES

SECTION 1 DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

1.1 Carrier agrees to provide to Frontier or its publisher, as specified by Frontier, all subscriber list information (including additions, changes and deletions) for Carrier's End Users and those of any resellers of Carrier services, located within Frontier's operating areas. It is the responsibility of the Carrier to submit directory listings in the prescribed manner to Frontier prior to the directory listing publication cut-off date, which is posted at www.frontieronline.com under Carrier Services then Directory Services.

1.2 Frontier will include Carrier's End User primary listings in the appropriate sections of its telephone directories (residence and business listings). Listings of Carrier's End Users will be inter-filed with listings of Frontier's End Users and the End Users of other LECs, in the local section of Frontier's directories.

1.3 Carrier will identify any of these subscribers that are "non-published" End Users. Carrier will provide Frontier with the directory information for all its End Users in the format specified in the Frontier Local Service Provider Guide. Subscriber list information will include the End User's name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Frontier including ACNA/CIC or CLCC/OCN, as appropriate with each order, to enable Frontier the ability to identify listing ownership. Carrier will provide all subscriber listings at no charge to Frontier or its publisher.

1.4 Where Frontier is its own 411 provider, Carrier may provide to Frontier its listings for the 411 database. Submission of such data will only be accepted via an electronic interface established between Frontier and Carrier as outlined in the Frontier Guide. Where Frontier utilizes a third party for its own 411 service, Frontier will not accept Carrier listings for the 411 database. Carrier will be required to seek its own independent relationship with a 411 database provider of its choosing.

1.4.1 The Parties have agreed to allow Carrier to submit directory information via the LSR process to Frontier for an interim period of six (6) months until Carrier has had an opportunity to update its systems to accommodate its own feed for 411 listings. At the end of the six (6) month period the Parties will follow the criteria established in Section 1.4 above. The six (6) month period will commence on the effective date of this agreement pursuant to Section 12, General Terms and Conditions.

1.5 Carrier's End Users' standard primary listing information in the telephone directories will be provided at no charge to Carrier or Carrier's End Users.

1.6 Carrier is responsible for all listing questions and contacts with its End Users including but not limited to queries, complaints, account maintenance, privacy requirements and services. Carrier will provide Frontier with appropriate internal contact information to fulfill these requirements.

1.7 Frontier will accord Carrier directory listing information the same level of confidentiality, which Frontier accords its own directory listing information. Carrier grants Frontier full authority to provide Carrier subscriber listings, excluding non-published telephone numbers, to other directory publishers for the sole purpose of publishing directories and will indemnify Frontier and its publisher from and against any 3rd party liability resulting from Carrier's negligence or willful misconduct in the provisioning of such listings. Frontier will indemnify Carrier from and against any 3rd party liability resulting from Frontier's negligence or willful misconduct in its receipt and publishing of directory listing information. In exchange for Frontier providing this subscriber list service, Frontier will charge, bill, collect and retain any monies derived from the sale of Carrier listings to other directory publishers.

1.8 Frontier will distribute its telephone directories to Carrier 's End Users in a manner that is no less favorable than the way it provides those functions for its own End Users in Frontier's service territory. For Carrier End Users whose listings are not maintained in a Frontier database, Carrier shall provide the information needed for the distribution of listings in book form to such End Users. In the event that Carrier does not provide a specific count of directories to be distributed Frontier will default to one directory per delivery address.

1.9 Carrier will adhere to all reasonable practices, standards, and ethical requirements of Frontier with regard to listings, and, by providing Frontier with listing information, warrants to Frontier that Carrier has the right to place such listings on behalf of its End Users. Carrier agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person, to be listed, is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. Both Parties shall be solely responsible for knowing and adhering to state laws or rulings regarding listing information. Carrier shall be responsible for supplying Frontier with applicable listing information. In addition, Carrier agrees to release, defend, hold harmless and indemnify Frontier from and against any and all 3rd party claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Frontier's listing of the information provided by Carrier hereunder, unless such claims, losses, damages, suits, or other actions, or liability result from Frontier's negligence or willful misconduct. Frontier agrees to release, defend, hold harmless and indemnify Carrier from and against any and all 3rd party claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Frontier's errors or omissions in the listing of the information provided by Carrier, unless such claims, losses, damages, suits, or other actions, or liability result from Carrier's negligence or willful misconduct.

1.10 Carrier agrees to take, with respect to its own End Users, all reasonable steps to ensure that its' and Frontier's liability to Carrier's End Users in the event of a Frontier error in or omission of a listing will be subject to similar limits to those of Frontier's liability.

ATTACHMENT 3

LOCAL NUMBER PORTABILITY

ATTACHMENT 3 – Local Number Portability

SECTION 1. Local Number Portability (LNP)

1.1 The Parties will use their best efforts to follow the most current LNP methods, processes and Best Practices approved by the LNP Administration Working Group of the North American Numbering Counsel. Notwithstanding, the Parties may mutually agree to other methods and processes including Frontier's Local Service Provider Guide, however, in the event of a dispute, the Parties agree that the FCC rules and orders for the porting of numbers will prevail.

1.1.1 The Parties have agreed to use their best efforts to continually improve upon processes employed to meet the FCC requirements and agree that FOC's will be responded to within 24 hours on clean simple port requests. If after six (6) months following the effective date of the Agreement, the Parties are not meeting the FCC requirements for port out orders, unless otherwise mutually agreed, the Parties will cooperatively develop and implement a six (6) month plan to ensure they reach and consistently maintain compliance with the FCC requirements.

1.1.1.1 Clean simple port requests means that the Party submitting the LSR port request did so utilizing the appropriate automated ordering system accurately without errors in the FCC required validation fields that would cause the porting out Party to reject the LSR submitted.

1.2 Terms and Conditions

Frontier will only provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

An LNP telephone number ported by an End User from Frontier to Carrier may be assigned by Carrier only to Carrier's End Users located within Frontier' rate center, which is associated with the NXX of the ported number, except in the event the FCC rules and orders provide otherwise.

1.3 Obligations of Parties

1.3.1 Both Parties will participate in LNP testing in accordance with North American Numbering Council (NANC) standards.

1.3.2 Both Parties will follow recommended National Emergency Number Association (NENA) standards for LNP until such time the standards are superseded by federal, state, or local legislation.

1.3.3 The Parties shall exchange escalation contact information for porting-related issues.

1.3.4 Carrier is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of End User emergency services.

1.3.5 The Parties are required to meet all mutually agreed upon testing dates and implementation schedules. 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.

1.3.6 Each Party is responsible for the following:

1.3.7 Adhere to all Number Portability Administration Center (NPAC) and North American Numbering Council (NANC) requirements and in providing its own access to regional NPAC.

1.3.8 For providing its own access to the Service Order Administration (SOA).

1.3.9 The porting Party is responsible for creating a subscription version in the NPAC prior to the closure of the 18-hour concurrence window. In the event that a Party does not create the subscription version(s) within the prescribed time frame, that Party is responsible to notify the other Party during regular business hours of the need to concur. Failure to do so may result in a delayed porting. A concurrence charge is applied for each telephone number needing concurrence. The concurrence charge is located in Attachment 4, Pricing, and shall apply reciprocally.

1.3.10 In an effort to limit the situations where end users may potentially lose service during the porting process, the Parties agree to place the unconditional trigger on the porting end users line a minimum of one business day prior to the port date and the Parties agree they will leave the end user's line programmed in their switch with the unconditional trigger for 48 hours after the port date. Other activities associated with transfer of service may be coordinated between the Parties to ensure quality services to the public.

ATTACHMENT 4

PRICING

Attachment 4 – PRICING

The Parties agree that the rates and services listed below are reciprocal and apply to both Parties

1.1 RECIPROCAL COMPENSATION

1.1.1 ISP Bound, which meets the definition in the General Terms and Conditions, Sections 2.13 and 2.16 and Local wireline to wireline traffic will be terminated by the Parties on a Bill and Keep basis.

1.1.2 Transit Service—per MOU \$ 0.0061854/MOU

1.1.3 The Parties will provide accurate Calling Party Number ("CPN") and/or Automatic Number Identification ("ANI") on at least ninety-five percent (95%) of all traffic delivered to the POI. Where CPN and/or ANI is not provided, the Parties agrees to pay the applicable intrastate terminating access charges for such traffic.

1.2 Supplemental PON Charges

1.2.1 A supplement is any new iteration of a local service request.

Supplement # 1

Cancel - Indicates that the pending order is to be canceled in its entirety. This charge shall not apply when a pending order is cancelled due to an action by the porting-out carrier.

Charge - \$14.38

Supplement # 2

New desired due date - Indicates that the pending order requires only a change of desired due date. This charge will not apply when the request for a new due date is sent before 12:00 noon ET the day before the due date. Any due date change request after 12:00 noon ET will be charged a supplement charge for each number on the order.

Supplement # 3

Other - Any other change to a pending LSR that has already been FOC'd.

Supp 2 & 3 Charges are as follows:

Order Type	Residence Resale	Business Resale	Residence Porting	Business Porting	Residence ULL/UNE	Business ULL/UNE
Charge Per Order	\$11.01	\$17.83	\$11.01	\$17.83	\$8.86	\$14.34

1.3 OTHER MISCELLANEOUS CHARGES

1.3.1 **Expedite Charge** - Any work requested before the next available due date or before the standard interval for that service.

The expedite charge is applied for each telephone number being expedited.

NONRECURRING

Residence 35.20
Business 35.20

Additional Labor Charges also apply if the work is done after hours or on the weekend.

1.3.2 Concurrence Charge - applies to any manual concurrence and is reciprocal for both parties. This charge is applied to each phone number including DID ranges.

See Attachment 3, Section 1.3.9
NONRECURRING

**AMENDMENT NO. 1
TO THE
INTERCONNECTION AGREEMENT**

BETWEEN

**FRONTIER COMMUNICATIONS OF BREEZEWOOD, LLC
FRONTIER COMMUNICATIONS OF PENNSYLVANIA, LLC**

AND

COMCAST BUSINESS COMMUNICATIONS, LLC

This Amendment No. 1 (this "Amendment") shall be deemed effective upon signature by both Parties (the "Amendment Effective Date") by and between Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC, both limited liability companies with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Comcast Business Communications, LLC, a Pennsylvania limited liability company with offices at One Comcast Center, Philadelphia, PA 19103. Frontier and Comcast may be hereinafter referred to individually as a "Party" and collectively as the "Parties." This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the state of Pennsylvania (the "State").

WITNESSETH:

WHEREAS, Frontier and Comcast are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated August 1, 2008 (the "Agreement"); and

WHEREAS, the Parties agree to amend the Agreement to address the matters set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment to Agreement.** The Agreement is amended to incorporate the rates, terms and conditions set forth in this Section 3 of the Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Frontier Tariff or a Frontier Statement of Generally Available Terms and Conditions ("SGAT").
2. **Miscellaneous Provisions**
 - 2.1 **Conflict Between this Amendment and the Agreement.** This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be

Interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

3. The Agreement shall be modified as follows:

- 3.1 Attachment 2, Ancillary Services Paragraphs 1.1 and 1.2 of the Agreement shall be deleted and new paragraphs 1.1 and 1.2 shall be inserted as follows:

1.1 Directory Listings (White Pages) - A basic business listing for each Comcast business Customer shall be included in the Frontier white pages directory for such Comcast Customer's specific geographic area at no charge to either Party. Other listings that are made available to Frontier Customers (e.g. additional listings, non-published status, foreign listings, etc.) will be made available to Comcast Customers on the same rates, terms and conditions as available to Frontier Customers. Comcast Customer government listings will be listed in the same manner as Frontier Customer government listings. Comcast, at its sole discretion, may provide residential listings to Frontier, but Comcast is not required to do so. Frontier, at its sole discretion, may publish Comcast residential listings provided by Comcast, but Frontier is not required to do so.

1.2 Directory Listings (Yellow Pages) Frontier will provide Comcast Customers with the same yellow page services on the same terms and conditions as those

provided to Frontier Customers. Frontier will provide each Comcast Customer within the geographical area covered by the yellow pages directory a basic listing in Frontier "yellow pages" under the classified heading that most accurately reflects the primary nature of the Comcast Customer's business at no charge to Comcast or Comcast's Customers for this listing other than a nonrecurring order charge as set forth in Pricing for orders to add new listings or change an existing listing. Frontier will supply Comcast with a list of authorized classified headings and make available to Comcast updates to such list. Comcast agrees to supply Frontier on a regularly scheduled basis and in the format mutually agreed between Comcast and Frontier, with a classified heading assignment for each Comcast Customer who wishes to receive this listing. Frontier shall provide Comcast with monthly schedules (for a rolling twelve (12) month period) for Yellow Pages publications in the State.

3.2 Attachment 2, Ancillary Services, A new Paragraph 1.11 will be added to the Agreement as follows:

1.11 Meaning of Provisions in this Section – Notwithstanding any other provision of this agreement, Comcast is not required to submit any residential customer's listing information to Frontier for inclusion in the Frontier white pages directory. Rather, under this agreement, Comcast may, in its sole discretion, provide residential customer listing information to Frontier for inclusion in the Frontier white pages directory for all, part, or none of Comcast's customers. The provisions of this section govern the terms and conditions under which Comcast may elect to provide a particular residential customer's listing information for inclusion in the Frontier white pages directory.

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

Comcast Business Communications, LLC

Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC

By: _____



By: _____

Printed: Michael Clancy

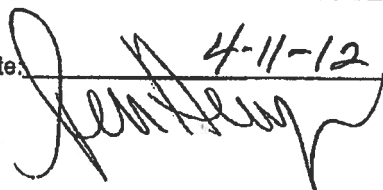
Pete Hayes

EVP – Commercial Sales & Support

Title: VP Carrier Management

Date: 3-14-2012

Date: _____



AMENDMENT NO. 2
TO THE
INTERCONNECTION AGREEMENT
BETWEEN

FRONTIER COMMUNICATIONS OF BREEZEWOOD, LLC
FRONTIER COMMUNICATIONS OF PENNSYLVANIA, LLC

AND

COMCAST BUSINESS COMMUNICATIONS, LLC

This Amendment No. 2 (this "Amendment") shall be deemed effective July 1, 2012 (the "Amendment Effective Date") by and between Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC, (collectively, "Frontier"), both limited liability companies with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Comcast Business Communications, LLC, ("Comcast"), a Pennsylvania limited liability company with offices at One Comcast Center, Philadelphia, PA 19103. Frontier and Comcast may be hereinafter referred to individually as a "Party" and collectively as the "Parties." This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the state of Pennsylvania (the "State").

WITNESSETH:

WHEREAS, Frontier and Comcast are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated August 1, 2008 (the "Agreement"); and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment to Agreement.** The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Frontier Tariff or a Frontier Statement of Generally Available Terms and Conditions ("SGAT").
2. **Miscellaneous Provisions**
 - 2.1 **Conflict Between this Amendment and the Agreement.** This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

- 2.2 **Capitalization.** Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 **Captions.** The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 **Scope of Amendment.** This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date.
- 2.6 **Joint Work Product.** The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 **Amendments.** No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 **Waivers.** A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

3. **Reciprocal Compensation.** *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* ("USF/ICC Transformation Order"), as such order may be revised, reconsidered, modified or changed in the future, provides for a phase down of reciprocal compensation rates. In consideration of such phase down, the Parties herein agree to exchange traffic, including applicable local VoIP-PSTN traffic as defined in the USF/ICC Transformation Order, previously compensated for under the Agreement's reciprocal compensation provision, at bill and keep. Bill and keep shall be defined as the exchange of subject traffic for which neither Party charges the other for transport or termination functions or services. All other VoIP-PSTN traffic will be exchanged pursuant to the Parties' applicable tariffs.

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

Comcast Business Communications, LLC

Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC

By: M. J. Clancy

By: [Signature]

Printed: MICHAEL CLANCY

Printed: Stephen LeVan

Title: VP OPERATIONS MGT.

Title: SVP, Carrier Sales and Service

Date: 8-10-2012

Date: 9-5-12