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Attorneys and Counsellors at Law

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April 16, 2014

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street, Filing Room
Harrisburg, PA 17101

Re: Application Of Bentleyville Communications Corporation d/b/a FairPoint Communications, Marianna and Scenery Hill Telephone Company d/b/a FairPoint Communications, and Lumos Networks of West Virginia Inc. for Approval of an Interconnection Agreement Under Sections 251 and 252 of the Telecommunications Act of 1996; Docket No. A-_____


Dear Secretary Chiavetta:

Enclosed for filing please find the Application for Approval of an Interconnection Agreement between Bentleyville Communications Corporation d/b/a FairPoint Communications, Marianna and Scenery Hill Telephone Company d/b/a FairPoint Communications, and Lumos Networks of West Virginia Inc.

If you have any questions, please do not hesitate to contact me.

Sincerely,

THOMAS, LONG, NIESEN & KENNARD

By: 
Charles E. Thomas, III

cc: Beth Westman

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application of Bentleyville Communications :
Corporation d/b/a FairPoint Communications, :
Marianna and Scenery Hill Telephone Company : Docket No. A-
d/b/a FairPoint Communications and Lumos :
Networks of West Virginia Inc. for Approval :
of an Interconnection Agreement Under :
Sections 251 and 252 of the :
Telecommunications Act of 1996 :

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**APPLICATION OF BENTLEYVILLE COMMUNICATIONS CORPORATION
D/B/A FAIRPOINT COMMUNICATIONS, MARIANNA AND SCENERY
HILL TELEPHONE COMPANY D/B/A FAIRPOINT COMMUNICATIONS,
AND LUMOS NETWORKS OF WEST VIRGINIA INC. FOR APPROVAL OF AN
INTERCONNECTION AGREEMENT**

Bentleyville Communications Corporation d/b/a FairPoint Communications and Marianna and Scenery Hill Telephone Company d/b/a FairPoint Communications (collectively "FairPoint") hereby requests that the Pennsylvania Public Utility Commission ("Commission") review and approve the attached Interconnection Agreement between FairPoint and Lumos Networks of West Virginia Inc. ("Lumos") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, 47 U.S.C. §§ 251 and 252 (the "Act"). In support of this request, FairPoint states as follows:

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

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

4. In addition, implementation of the Agreement is consistent with the public interest because it will permit interconnection between FairPoint and Lumos, promote competition and enhance FairPoint's ability to provide competitive local exchange services.

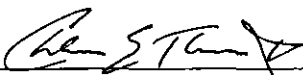
5. In accordance with § 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Amendment within ninety (90) days from the date of this submission.

6. Copies of the Amendment are available for public inspection in Bentleyville's and Verizon Wireless's public offices.

WHEREFORE, Bentleyville Communications Corporation d/b/a FairPoint Communications and Marianna and Scenery Hill Telephone Company d/b/a FairPoint Communications respectfully request that the Commission approve the attached Agreement under § 252(e) of the Act.

Respectfully submitted,

THOMAS, LONG, NIESEN & KENNARD

By: 
Charles E. Thomas, III, Esq., ID No. 201014
212 Locust Street, Suite 500
Harrisburg, PA 17108-9500
(717) 255-7611
cet3@thomaslonglaw.com

Dated: April 16, 2014



March 25, 2014

Mary McDermott, Sr. V.P. Legal and Regulatory Affairs
Lumos Networks of West Virginia Inc.
One Lumos Plaza
Waynesboro, VA 22980

Re: Request for Adoption Under Section 252(l) of the Communications Act

Dear Ms. McDermott:

Bentleyville Communications Corporation d/b/a FairPoint Communications and Marianna and Scenery Hill Telephone Company d/b/a FairPoint Communications collectively "FairPoint", Pennsylvania corporations each with a principal place of business at 521 East Morehead Street, Suite 250, Charlotte, NC 28202, has received correspondence stating that Lumos Networks of West Virginia Inc. ("Lumos Networks"), a Virginia corporation with a principal place of business at One Lumos Plaza, Waynesboro, VA 22980 wishes, pursuant to 252(l) of the Communications Act, to adopt the terms of the Interconnection Agreement between FairPoint and IDT America, Corp. that was approved by the Pennsylvania Public Utility Commission (the "Commission") as an effective agreement within the State of Pennsylvania, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). The current pricing attachment for the State of Pennsylvania is attached hereto as Exhibit A and the Terms are included in the body of this letter. Please note the following with respect to Lumos Network's adoption of the Terms.

1. By Lumos Network's countersignature on this letter, Lumos Networks hereby represents and agrees to the following eight points:
 - a) Lumos Networks adopts and agrees to be bound by the Terms and, in accordance with the Terms agrees that Lumos Networks shall be substituted in place of IDT America, Corp. in the Terms wherever appropriate.
 - b) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing any obligation on FairPoint that no longer applies to FairPoint pursuant to (i) any Order by the Board; (ii) any Order by the FCC; or (iii) that is not otherwise required by 47 U.S.C. § 251(c)(3) or by 47 C.F.R. Part 51.
 - c) Notice to Lumos Networks and FairPoint as may be required or permitted under the Terms shall be provided as follows:

To Lumos Networks: Mary McDermott
Sr. V.P. Legal and Regulatory Affairs
Lumos Networks
One Lumos Plaza
Waynesboro, VA 22980

With copy to: Iris Birckner
Regulatory Manager
Lumos Networks
One Lumos Plaza
Waynesboro, VA 22980



To FairPoint: Director- Interconnection Regulatory Department
FairPoint Communications
1 Davis Farm Road
Portland, ME 04103

With copy to: Shirley J. Linn
General Counsel and Executive Vice President
FairPoint Communications, Inc.
521 East Morehead Street, Suite 500
Charlotte, NC 28202

- d) Lumos Networks represents and warrants that it is a certified provider of local telecommunications service in the State of Pennsylvania, and that its adoption of the Terms will cover services in the State of Pennsylvania only.
 - e) In the event an interconnection agreement between FairPoint and Lumos Networks already exists in the State of Pennsylvania ("Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in its entirety the terms of the original ICA. This adoption is not intended to be, nor shall it be construed to create a novation or an accord and satisfaction of 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) FairPoint's standard pricing schedule for interconnection agreements in the State of Pennsylvania (as such schedule may be amended from time to time) which is attached as Exhibit A hereto, shall apply to Lumos Network's adoption of the Terms. Lumos Networks should note that the aforementioned pricing schedule may contain rates for certain services, the terms of which are not included in the Terms or that are otherwise not part of the adoption, and may include phrases or wording not identical to those utilized in the Terms. The inclusion of such rates in no way obligates FairPoint to provide the subject services and in no way waives FairPoint's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
 - g) Lumos Network's adoption of the Terms shall become effective on the date the Board approves this agreement. FairPoint shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Lumos Networks. The term and termination provisions of the Terms shall govern Lumos Network's adoption of the Terms.
2. As the Terms are being adopted by Lumos Networks pursuant to § 252(i) of the Act, FairPoint does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by FairPoint of the Terms does not in any way constitute a waiver by FairPoint of any position as to the Terms or a portion thereof, nor does it constitute a waiver by FairPoint of any rights or remedies it may have to seek review of the Terms, or to seek to review any provisions included in the Terms as a result of Lumos Network's adoption of the Terms.
3. Nothing herein shall be construed as or is intended to be a concession or admission by FairPoint 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 FairPoint expressly reserves its full right to assert and pursue claims arising from or related to the Terms.



4. FairPoint reserves the right to deny Lumos Network's application of the Terms, in whole or in part, at any time:
 - a) when the costs of providing the Terms to Lumos Networks are greater than the costs of providing them to IDT America, Corp.;
 - b) if the provisions of the Terms to Lumos Networks is not technically feasible; and/or
 - c) to the extent that FairPoint otherwise is not required to make the Terms available to Lumos Networks under the law.
5. For avoidance of any doubt, please note that adoption of the terms will not result in reciprocal compensation payments for internet traffic. Any compensation to be paid for internet traffic will be handled pursuant to the FCC in the Order on Remand and Report and Order adopted April 18, 2001 ("FCC Internet Order"), which held that Internet Traffic constitutes information access outside the scope of the reciprocal compensation obligations set forth in § 251(b)(5) of the Act.¹
6. Should Lumos Networks try to apply the Terms in a manner that conflicts with Paragraphs 2 through 5 above, FairPoint reserves the right 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 Lumos Networks 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 FairPoint under such laws including without limitation, all rights of FairPoint under 11 U.S.C. §366, shall be preserved, and Lumos Network's adoption of the Terms shall in no way impair such rights of FairPoint; and (B) all rights of Lumos Networks resulting from Lumos Network's adoption of the Terms of 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 FairPoint pursuant to 11 U.S.C. § 366.
8. For the avoidance of any doubt, the adoption of the Terms includes any changes relative to VoIP to PSTN and PSTN to VoIP traffic under the Federal Communications Commission's ("FCC") Report and Order and Further Order of Proposed Rulemaking, FCC Release No. 11-161 (FCC Order) on November 18, 2011 and all subsequent orders.

¹ Order on Remand and Report and Order, In Matter of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("FCC Remand Order"), *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May, 3 2002).



**BENTLEYVILLE COMMUNICATIONS CORPORATION and MARIANNA and SCENERY HILL
TELEPHONE COMPANY d/b/a FAIRPOINT COMMUNICATIONS**

By: Michael T. Skrivan

Printed Name: Michael T. Skrivan

Title Vice President Regulatory

Date April 2, 2014

By signing below, Lumos Networks agrees to the adoption of the Agreement as well as all terms and conditions specified in Paragraph 1 of this letter:

LUMOS NETWORKS of WEST VIRGINIA INC.

By: Mary McDermott

Printed Name: Mary McDermott

Title: Sr. V.P. Legal and Regulatory Affairs

Date March 27, 2014

EXHIBIT A

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PRICING ATTACHMENT

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are applied reciprocally by both the ILEC and the CLEC as noted below.

A. Direct Interconnection Facilities - Bentleyville:

- | | |
|--|---------------------------------|
| 1. Direct Trunk Transport Termination: | |
| a) DS1 | \$ 81.75 / termination / month |
| b) DS3 | \$ 525.00 / termination / month |
| 2. Direct Trunk Transport Facility: | |
| a) DS1 | \$ 15.75 / mile / month |
| b) DS3 | \$ 137.26 / mile / month |
| 3. Non-recurring Installation Charge | \$ 353.00 / order |

B. Direct Interconnection Facilities – Mariana-Scenery Hill:

- | | |
|--|---------------------------------|
| 1. Direct Trunk Transport Termination: | |
| a) DS1 | \$ 94.01 / termination / month |
| b) DS3 | \$ 603.75 / termination / month |
| 2. Direct Trunk Transport Facility: | |
| a) DS1 | \$ 18.11 / mile / month |
| b) DS3 | \$ 157.85 / mile / month |
| 3. Non-recurring Installation Charge | \$ 353.00 / order |

C. General Charges:

- | | |
|--|--------------------|
| 1. Service Order Charge** | \$ 15.00 / request |
| 2. Service Order Cancellation Charge** | \$ 9.00 / request |
| 3. Service Order Change Charge** | \$ 9.00 / request |
| 4. Expedited Due Date Charge** | \$ 25.00 / request |
| 5. Technical Labor:** | |

** These charges are reciprocal and apply to both ILEC and CLEC.

Install & Repair Technician:

- | | |
|--|-----------------|
| Basic Time (normally scheduled hours) | \$ 21.93 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 32.90 / ½ hr |
| *Premium Time (outside of scheduled work day) | \$ 43.86 / ½ hr |

Central Office Technician:

Basic Time (normally scheduled hours)	\$ 23.81 / ½ hr
*Overtime (outside normally schld hrs on schld work day)	\$ 35.72 / ½ hr
*Premium Time (outside of scheduled work day)	\$ 43.86 / ½ hr

LNP Coordinator:

Basic Time (normally scheduled hours)	\$ 43.52 / ½ hr
*Overtime (outside normally schld hrs on schld work day)	\$ 64.99 / ½ hr
*Premium Time (outside of scheduled work day)	\$ 86.65 / ½ hr

Administrative Support:

Basic Time (normally scheduled hours)	\$ 13.65 / ½ hr
*Overtime (outside normally schld hrs on schld work day)	\$ 20.47 / ½ hr
*Premium Time (outside of scheduled work day)	\$ 27.29 / ½ hr

6. Rates and Charges for LNP Coordinated

Hot Cut (CHC)

Per Sections 2 and 3 of the LNP Attachment, charged time will be in half hour increments for the personnel involved in the CHC at the rates in Section 5 above.

* Minimum 1 hour when a technician is called out during Overtime or Premium Time.

APPENDIX

INTERCONNECTION AGREEMENT

BY AND BETWEEN

**BENTLEYVILLE COMMUNICATIONS CORPORATION AND
MARIANNA AND SCENERY HILL TELEPHONE COMPANY
D/B/A FAIRPOINT COMMUNICATIONS**

AND

IDT AMERICA, CORP.

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INTERCONNECTION AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the date it is approved by the Pennsylvania Public Utility Commission (the "Effective Date"), by and between Bentleyville Communications Corporation d/b/a FairPoint Communications and Marianna and Scenery Hill Telephone Company d/b/a FairPoint Communications (collectively "ILECs") with offices at 521 East Morehead Street, Suite 250, Charlotte, NC 28202 and IDT America, Corp. ("CLEC") with offices at 520 Broad Street, Newark, NJ 07102-3111. This Agreement may refer to either ILECs or CLEC or both as a "Party" or "Parties."

WHEREAS, ILECs are incumbent local exchange carriers, as defined in Section 251(h) of the Act (47 U.S.C. § 251(h)), authorized to provide Telecommunications Services in the Commonwealth of Pennsylvania; and

WHEREAS, CLEC is a competitive local exchange telecommunications company authorized to provide Telecommunications Services in the Commonwealth of Pennsylvania; and

WHEREAS, the ILEC asserts that it is a rural telephone company as defined in Section 3(37) of the Act (47 U.S.C. § 153(37)). By voluntarily entering into this Agreement, ILEC, as a rural telephone company, is not waiving its exemption under Section 251(f) of the Act from the provisions of Section 251(c) of the Act; and

WHEREAS, the Parties wish to interconnect their facilities and exchange Telecommunications Traffic specifically for the purposes of fulfilling their obligations pursuant to §§ 251(a) and (b) of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILECs and CLEC agree as follows:

1. Purpose

- 1.1 The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform to each Party's obligations under §§ 251(a) and (b) of the Act.
- 1.2 Neither Party has an obligation to establish interconnection service arrangements to enable the other Party to exchange solely Information Services traffic or to act in any capacity other than as a common carrier. Pursuant to 47 C.F.R. § 51.100(b) either Party may offer Information Services over the same interconnection arrangement established under this Agreement so long as it is offering Telecommunications Services through the same arrangement as well. The Parties agree that the traffic a Party sends to the other Party for termination is Telecommunications Traffic regardless of the status of the Retail Provider.

- 1.3 ILECs have no obligation to establish interconnection service arrangements to enable CLEC to solely exchange interexchange toll traffic. CLEC agrees that it is requesting and will use this arrangement for the sole purpose of exchanging Local/EAS Traffic and ISP-Bound Traffic, and that any exchange of toll traffic will be subject to the appropriate access per each Party's tariffs. CLEC or ILECs may provide services, including but not limited to interconnection and numbering services, to a Retail Provider. The provision of such services does not diminish any obligations of either Party, pursuant to Section 251 and 252 of the Act, nor does it diminish any of the responsibilities of either Party with respect to its Retail Providers, as provided in this Agreement.

2. Term of the Agreement

- 2.1 This Agreement will commence upon approval by the Commission and has an initial term of two (2) years.
- 2.2 The Parties agree that no earlier than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to the expiration of this Agreement, either Party will have the right to request the negotiation of a subsequent agreement. Such requests for renegotiation must be in the form of a written notice to the other Party ("Renegotiation Request"). If a Party requests the negotiation of a subsequent agreement and the Parties are unable to negotiate a subsequent agreement within one hundred thirty-five (135) days after receipt of the Renegotiation Request, either Party may petition the Commission to establish appropriate terms, conditions and prices for the subsequent agreement pursuant to Section 252 of the Act (47 U.S.C. § 252). During the pendency of any proceedings initiated by a Party under Section 252 of the Act and until the Commission issues its decision approving the subsequent agreement resulting from such proceedings, the Parties will continue to provide services to each other pursuant to this Agreement.
- 2.3 If no Party requests renegotiation or no proceeding is initiated by a Party pursuant to Section 252 of the Act, but services continue to be provided beyond the expiration date of this Agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party; provided, however, that this Agreement cannot be terminated prior to ninety (90) days after the original expiration date.
- 2.4 In the event that ILEC terminates this Agreement following its conversion to a month-to-month term, ILEC shall continue to offer all services to CLEC previously available under this Agreement pursuant to the terms, conditions and rates of ILEC's then current Tariffs or an existing agreement between ILEC and another carrier adopted by the CLEC for the remaining term of that agreement and CLEC shall continue to offer all services to ILEC previously available under this Agreement pursuant to the terms, conditions and rates of CLEC's then current applicable Tariffs, rates sheets or applicable contracts.

- 2.5 If the Agreement has not been implemented within six (6) months after the Effective Date or if the Parties cease the exchange of traffic for a period of sixty (60) days once the Agreement has been implemented then either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. ILECs reserve the right to terminate this Agreement upon notice pursuant to the notice provisions in Section 26 of this Agreement from the CLEC that it has ceased providing Telecommunications Services in the ILECs local service area. *In addition, ILEC may use information confirmed by a state authority including, but not limited to, the Commission, Secretary of State or a court of competent jurisdiction in concluding that CLEC has ceased offering Local Exchange Service in Pennsylvania and pursuant to the notice provisions in Section 26 of this Agreement issue a notice of termination to the CLEC. CLEC will then have thirty (30) days following receipt of such notice of termination in which to respond to the ILEC as to the status of its operations in the ILECs local service area. If the Parties cannot agree as to the status of the CLEC's operations within sixty (60) days from the initial notice of termination, then it shall be resolved in accordance with the Dispute Resolution terms in Section 13 of this Agreement. If the CLEC does not respond to the ILEC notice of termination, the ILEC shall have the right to immediately terminate this Agreement upon the expiration of the thirty (30) day notice period provided in this Section 2.5.*

3. Termination of the Agreement

3.1 Termination for Default Not Cured Within Sixty (60) Days

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default means any one or more of the following:

- 3.1.1 A Party's refusal or failure in any material respect to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement; or
- 3.1.2 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 of this Attachment.
- 3.1.3 A Party is adjudicated to not be a Telecommunications Carrier in a final and non-appealable order under the Act by the Commission or a court of competent jurisdiction.
- 3.1.4 A Party is adjudicated to not be a common carrier in a final and non-appealable order by the Commission or a court of competent jurisdiction.

3.2 Termination for Insolvency or Bankruptcy

3.2.1 This Agreement is immediately terminated upon a Party becoming insolvent or upon the initiation of a voluntary bankruptcy proceeding.

3.2.2 In the event that an involuntary bankruptcy or receivership proceeding is initiated against a Party, this Agreement shall terminate unless such proceeding is set aside within thirty (30) days.

3.3 Liability Upon Termination

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

4. Contacts

Each Party agrees that it shall be the other Party's sole contact for all services provided hereunder. The Parties have no obligation to respond to requests from third Parties for information or services under this Agreement. The Parties agree to exchange and to update contact and referral information for all purposes herein, including but not limited to order inquiry, number porting, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

5. Amendments

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

6. Assignment

This Agreement shall be binding upon the Parties and shall continue to be binding upon such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers its facilities used to provide services under this Agreement to a third party, unless the non-transferring Party reasonably determines that the legal structure of the transfer vitiates any such need, the transferring Party will require, as a condition of such transfer, that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld or delayed, provided that either Party may assign this Agreement to a corporate Affiliate or to an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the

assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, successors in interest and assigns.

7. Authority

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents that he or she has had the opportunity to consult with legal counsel of his or her choosing.

8. INTENTIONALLY LEFT BLANK

9. Billing and Payment

9.1 In consideration of the services and facilities provided under this Agreement, each Party shall bill the other Party on a monthly basis all applicable charges set forth in the Pricing Attachment made a part of this Agreement or, if not set forth herein, in their respective applicable tariff(s). The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days from the bill date, or, if delayed more than ten (10) days from the bill date, within twenty (20) days of receipt of the invoice by the Billed Party. If the payment due date is a Saturday, Sunday, or a designated bank holiday, payment shall be made by the next business day. The Billing Party shall provide a monthly invoice to the Billed Party. The Parties agree to provide the invoice to the Billed Party on a month day that is the same month day, or next business day, each month. The Parties will make commercially reasonable efforts to timely invoice charges for all services rendered; including orders rescheduled or cancelled and orders with Firm Order Confirmation (FOC), in the month since the last invoice. Back billed charges or exceptions shall be indicated on the invoice. Neither Party shall back bill the other Party for services provided under this Agreement that are more than one (1) year old or that predate this Agreement. If a Party fails to bill for a service within one (1) year of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party.

9.2 Billing Disputes Related to Unpaid Amounts

9.2.1 If any portion of an amount invoiced to a Billed Party under this Agreement is subject to a bona fide dispute between the Parties, the Billed Party may withhold payment of the disputed amount and notify the Billing Party it is withholding a disputed amount and the amount it is disputing

("Disputed Amount"). Within ninety (90) days of its receipt of the invoice containing such Disputed Amount, the Billed Party shall provide the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts on the invoice to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Billed Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Pennsylvania's applicable law. In addition, the Billing Party may suspend terminating traffic for the Billed Party if Disputed Amounts resolved to be due to the Billing Party are not paid within ninety (90) days after they are determined to be due, provided the Billing Party has given the Billed Party an additional thirty (30) days written notice and opportunity to cure the default. If the dispute is resolved such that payment is not required, the Billing Party will issue the Billed Party a credit for the Disputed Amounts on its next invoice following the date of resolution of the dispute.

9.3 Except for Disputed Amounts pursuant to Section 9.2 herein, the following shall apply:

9.3.1 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Pennsylvania's applicable law.

9.3.2 If payment of undisputed amounts is not received thirty (30) days from the bill date, the Billing Party may provide written notice to the Billed Party that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the thirtieth (30th) day following the date the Billed Party receives said notice. If the Billing Party does not refuse additional applications for service on the date specified in the notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter refuse additional applications for service without further notice.

9.3.3 *If the Billed Party fails to make any payment following the notice under Section 9.3.2, the Billing Party may thereafter, on thirty (30) days prior written notice to the Billed Party (the "Discontinuance Notice"), subject to applicable Commission procedures, discontinue the provision of existing services to the Billed Party at any time thereafter unless the Billed Party pays all undisputed amounts due within said thirty (30) day period. Notice shall be as provided in Section 26 below. In the case of such discontinuance, all billed charges, as well as applicable termination charges, if any, shall become due. If the Billing Party does not*

discontinue the provision of the services involved on the date specified in the Discontinuance Notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter discontinue the provision of the services to the Billed Party without further notice.

9.3.4 If payment is not received within ninety (90) days after the Discontinuance Notice given under Section 9.3.3, the Billing Party may terminate this Agreement.

9.3.5 After disconnect procedures have begun, the Billing Party shall not accept any service orders from the Billed Party until all unpaid charges are paid in full and such funds are available to the Billing Party.

9.4 Billing Disputes of Paid Amounts

If any portion of an amount paid to a Billing Party under this Agreement is thereafter subject to a bona fide dispute by the Billed Party ("Disputed Paid Amount"), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is one (1) year after the receipt of a bill containing the Disputed Paid Amount ("Notice Period"). If the Billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the Billed Party waives its rights to dispute its obligations to pay such amount, and to seek refund of such amount, absent fraud or willful misconduct by the Billing Party. If it is determined that the Billed Party is entitled to a refund of all or part of the Disputed Paid Amount, the Billing party will, within sixty (60) days after such determination, refund such amount, together with interest from the date written notice of the Disputed Paid Amount was given at the interest rate set forth in Section 9.2.1 hereof.

9.5 Issues related to Disputed Amounts and Disputed Paid Amounts not resolved by the Parties shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

9.6 Audits

9.6.1 Either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement, no more than once per twelve (12) month period, to evaluate the accuracy of the other Party's billing data and invoicing in accordance with this Agreement.

9.6.2 The audit shall be performed as follows: (i) following at least thirty (30) days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party and at single location designated by the audited party; (iii) at the auditing Party's sole

cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. Each Party shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. Such records shall include usage records for the traffic delivered by the Party to the other Party.

9.7 Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard Automatic Message Accounting ("AMA") records made within each Party's network. However, each Party may use alternative methods to record and/or validate terminating usage such as SS7 traffic measurement and identification devices. The records shall contain the information to properly assess the jurisdiction of the call including ANI and service provider information necessary to identify the originating company and originating signaling information.

10. Compliance with Laws and Regulations

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

11. Confidential Information

- 11.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents ("Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and

shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 11.2 of this Agreement. Nothing herein shall prohibit or restrict a Receiving Party from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration, provided that, if the request or disclosure includes Proprietary Information, the Disclosing Party is first given the opportunity to seek appropriate relief under the provisions of Section 11.2.

- 11.2 If any Receiving Party is required by any governmental authority, or by Applicable Law, to disclose any Proprietary Information, or believes it is necessary to disclose Proprietary Information pursuant to Section 11.1 above, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party may disclose the Proprietary Information within the time required by the governmental authority or Applicable Law, provided that the Disclosing Party has been provided with written notice under this Section 11.2 and protective relief has not been obtained by the Disclosing Party. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.
- 11.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

12. Fraud

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account, in cases of fraud by the other Party's End User Customers or on the other Party's End User Customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be implemented so as not to unduly burden or harm one Party as compared to the other.

13. Dispute Resolution

The Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

13.1 Informal Resolution of Disputes.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties.

13.2 Formal Dispute Resolution.

If negotiations fail to produce an agreeable resolution within ninety (90) days for disputes that do not affect End User Customers exchange of traffic or thirty (30) days for disputes that do affect End User Customers exchange of traffic, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms (including mediation and/or arbitration before the Commission); provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding commercial arbitration. In the case of a commercial arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitrator but shall otherwise pay their own expenses associated with the commercial arbitration.

13.3 Continuous Service.

The Parties shall continue providing existing services to each other during the pendency of any dispute resolution procedure (except as otherwise provided in this Agreement), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

14. Entire Agreement

This Agreement, together with all exhibits, addenda, schedules and attachments hereto, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event there is a conflict between any term of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

15. Expenses

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

16. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the condition resulting from the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume immediately without liability thereafter.

17. Good Faith Performance

In the performance of their obligations, the Parties shall act in good faith under this Agreement. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

18. Governing Law

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

19. Headings

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

20. Independent Contractor Relationship

Notwithstanding any other provisions of this Agreement, neither this Agreement, nor any actions taken by CLEC or ILECs in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CLEC and ILECs, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by CLEC or ILECs in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Party and the other Party's End User Customers or other third parties.

21. Law Enforcement Interface

- 21.1 In the event a Party receives a law enforcement surveillance request for an End User Customer that is not a customer of the Party, the Party shall so advise the law enforcement agency.
- 21.2 Notwithstanding 21.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

22. Liability and Indemnity

22.1 DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

22.2 Indemnification

- 22.2.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney's fees) ("Claims") by End User Customers of the Indemnifying Party and other third parties, for:

(1) damage to tangible personal property or for personal injury proximately caused by the negligence, willful misconduct or intentional acts or omissions of the Indemnifying Party, or its employees, agents, contractors or Retail Providers; and

(2) libel, slander, infringement of copyright, or invasion of privacy arising from the content of communications transmitted over the Indemnified Party's facilities by the Indemnifying Party, its Retail Provider customers, or End User Customers of either the Indemnifying Party, its Retail Provider or an End User Customer.

A Party's indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by, arising out of or in connection with the gross negligence, willful misconduct or intentional acts or omissions of the Indemnified Party.

22.2.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, the Indemnifying Party will promptly assume the defense of such Claim.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party, after no less than ten (10) days prior notice to the Indemnifying Party, may proceed to defend or settle said Claim and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense of such defense or settlement.

(2) The Indemnifying Party shall consult with the Indemnified Party prior to undertaking any compromise or settlement of any Claim(s), and the Indemnified party will have the right, at its sole option and discretion, to refuse any such compromise or settlement that (in the indemnified Party's sole reasonable opinion) might prejudice the rights of the Indemnified Party, and, at the Indemnified Party's sole cost and expense, to take over the defense, compromise or settlement of such Claim(s); provided, however, that in such event, the Indemnifying Party will neither be responsible for, nor will it be further obligated to indemnify the Indemnifying Party from or against, any Claims in excess of the amount of the refused compromise or settlement.

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

22.3 Limitation of Liability.

- 22.3.1 Except for a Party's indemnification obligations under Section 22.2 herein and a Party's obligation pursuant to Section 2 of the Interconnection Attachment, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities in the absence of gross negligence or willful misconduct.
- 22.3.2 Except for a Party's indemnification obligations under Section 22.2 herein and a Party's obligation pursuant to Section 2.4 of the Pre-Ordering, Ordering, Provisioning, Maintenance and Repair Attachment, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct or actions of the other Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.
- 22.3.3 Except for a Party's indemnification obligations under Section 22.2, in no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including, but not limited to, loss of anticipated profits or anticipated revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

22.4 Intellectual Property

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third person alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party, except that a Party will indemnify and hold harmless the other Party with respect to any switch configurations or methods performed on a Party's switches by that Party for the other Party at the request of the other Party, that are beyond industry standard procedures and such request is objected to by the Party performing the changes for safety or technical reasons.

23. Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

24. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same document.

25. No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

26. Notices

All notices to be given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by overnight express delivery service; or (iii) mailed, postage prepaid, certified mail, return receipt to the following addresses of the Parties:

To: **ILECs**To: **CLEC**

FairPoint Communications, Inc. 908 West Frontview Street P.O. Box 199 Dodge City, KS 67801-0199 Attn: Pat Morse, Senior VP – Government Affairs Phone: 620-227-4400	Carl Billek, Sr. Regulatory Counsel IDT America Corp. 520 Broad St., 4 th Floor Newark, NJ 07104 Phone: 973-438-4854
<u>With a copy to:</u> FairPoint Communications, Inc. 521 East Morehead Street Suite 250 Charlotte, NC 28202 Attn: Shirley Linn, Executive VP, General Counsel Phone: 704-344-8150	<u>With a copy to:</u>

or to such other address as either Party shall designate by proper notice. Notices will be deemed effectively given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* overnight express mail or personal delivery; or (iii) five (5) days after mailing in the case of certified U.S. mail.

27. Impairment of Service

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not materially interfere with or materially impair service over any facilities of such other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over a Party's facilities or create hazards to the employees of either Party or to the public.

28. Change in Law

- 28.1 The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement; provided, however, that this Agreement shall remain binding on the Parties.
- 28.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any (i) final and effective amendment to the Act, (ii) any effective legislative action that is not overturned, (iii) any effective, final, non-appealable regulatory or judicial order, rule, or regulation, (iv) a final non-appealable dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to the pricing, terms and conditions of this Agreement, any of which revises, modifies or reverses the Applicable Rules (individually and collectively, "Change of Law"), then either Party may, to the extent permitted or required by the Change of Law, by providing written notice to the other Party, require that the provisions of this Agreement that are revised, modified or reversed by the Change of Law be renegotiated in good faith and this Agreement shall be amended accordingly to conform with the Change of Law. Such request for negotiations shall be submitted in good faith, and any subsequent negotiations shall be conducted pursuant to and consistent with Section 252 of the Act to reflect the changes to one, or both, Party's obligations under law that are a result of the Change of Law.

29. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually-acceptable modification of the rejected portion(s).

30. Taxes and Fees

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is required to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from taxes, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax exemption. Failure to provide the tax exemption certificate will result in no exemption being available to the purchasing Party until it is provided.

31. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right (the "Marks") is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party's Marks, including, but not limited to, in sales, in marketing or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct entities and that each provides a separate service and, as such, the Parties agree that neither Party may engage in any other activity that results in confusion between its own service and the service of the other Party.

32. Non-Waiver

Failure of either Party to insist on the performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

33. Bankruptcy

If any voluntary or involuntary petition or similar pleading under any Section or Sections of any bankruptcy act shall be filed by or against a Party, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Party insolvent or unable to pay the Party's debts, or the Party makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Party or for the major part of the Party's property, the other Party may, if that Party so elects but not otherwise, and with or without notice of such election or other action by that Party, forthwith terminate this Agreement. Notwithstanding the forgoing, this Agreement shall not be terminated based on an involuntary petition which is less than thirty (30) days old.

34. Retail Provider Business Arrangements

CLEC may not use this Agreement to provide interconnection services to a Retail Provider that is a CMRS carrier.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**Bentleyville Communications Corporation
Marianna and Scenery Hill Telephone
Company**

IDT America, Corp.

By: _____

By: _____

Name: Pat Morse

Name: _____

Title: Senior VP -- Government Affairs

Title: _____

Date: _____

Date: _____

GLOSSARY

1. General Rule

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this Agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this *rule of interpretation*, the following terms used in this Agreement shall have the meanings as specified below:

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.2 ACT.

The Communications Act of 1934 (47 U.S.C. § 151 *et. seq.*), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.3 AFFILIATE.

Shall have the meaning as set forth in the Act.

2.4 APPLICABLE LAW.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the calling number of the calling Party.

2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.7 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.8 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including, but not limited to, an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office / Tandem Office Switch.

2.9 COMMISSION.

The Pennsylvania Public Utility Commission.

2.10 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network-control data over a digital signaling network separate from the public switched telephone network facilities that carries the actual voice or data content of the call.

2.11 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.12 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.13 DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between CLEC's switch (or its equivalent) and ILECs' switch.

2.14 END OFFICE SWITCH OR END OFFICE.

End Office Switch is a switch in which End User Customer station loops are terminated for connection to trunks. The End User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.15 END USER CUSTOMER.

The residence or business subscriber that is the ultimate user of services who either creates or receives the information transmitted through the network.

2.16 END USER CUSTOMER LOCATION.

The physical location of the premises of the End User Customer is the location listed in the ALI database.

2.17 EXCHANGE AREA.

Means the geographic area that has been defined by the Commission for the provision of Telephone Exchange Service.

2.18 FCC.

The Federal Communications Commission.

2.19 OPERATIONS AND NETWORK PLANNING PUBLICATIONS

The published or posted documents of either Party describing technical and operational co-ordinations between the Parties.

2.20 INFORMATION SERVICE.

The term shall be as defined in the Act. (47 U.S.C. § 153(20)).

2.21 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.22 INTERLATA TOLL TRAFFIC.

Telecommunications toll traffic that originates in one LATA and terminates in another LATA.

2.23 INTRALATA TOLL TRAFFIC.

Telecommunications toll traffic that originates and terminates in the same LATA.

2.24 INTERNET PROTOCOL CONNECTION (IPC).

The physical location where end-user information is originated or terminated utilizing internet protocol.

2.25 ISDN USER PART (ISUP).

A part of the SS7 protocol that defines call setup messages and call takdown messages.

2.26 ISP-BOUND TRAFFIC.

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet Service Provider (ISP) who is physically located in an area within the local/EAS exchange of the originating End User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer's local/EAS exchange will be considered switched toll traffic and subject to access charges.

2.27 JURISDICTIONAL INDICATOR PARAMETER (JIP).

JIP is a six-digit number which provides a unique per LATA identifier representing the originating carrier's switch (or pseudo-switch). JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.

2.28 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.29 LOCAL/EAS TRAFFIC.

Local/EAS Traffic is any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer's exchange, as defined and specified in ILECs' General Subscriber Services Tariffs.

2.30 LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning set forth in the Act.

2.31 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.32 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit Central Office code and a 4-digit line number.

2.33 NUMBERING PARTNER

A Numbering Partner is the carrier from which an interconnecting VoIP provider obtains numbering resources. A Numbering Partner must be authorized to receive numbers from NANPA, and has responsibility to comply with the FCC numbering rules, including LNP requirements.

2.34 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.35 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (*i.e.*, the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.36 POINT OF INTERCONNECTION (POI).

The physical location(s) mutually agreed upon and designated by the Parties for the purpose of exchanging Local/EAS Traffic and ISP-Bound Traffic on a technically feasible point on ILEC network. Each Party shall be responsible for all costs on its respective side of the POI.

2.37 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined by the Commission as being associated with a particular NPA/NXX code, which has been assigned to an ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area as defined by the Commission.

2.38 RATE CENTER.

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by the ILEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.

2.39 RETAIL PROVIDER

The Retail Provider is the entity that obtains service pursuant to contract or tariff from one of the Parties to this Agreement for sale to an End User Customer. A Retail Provider may or may not have their own facilities and may be either a Telecommunications Carrier or a non-Telecommunications Carrier.

2.40 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

2.41 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of Telephone Toll Services. Switched Access Services include, but may not be limited to, Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.42 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Access Services.

2.43 TANDEM TRANSIT SERVICE OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on CLEC's network, and is transported through the ILEC's Tandem to the Central Office of another competitive local exchange carrier, Commercial Mobile Radio Service ("CMRS") carrier, non-affiliated ILEC or other LEC, where the homing arrangement for dialed NPA-NXX-X is designated as the tandem switch per the Local Exchange Routing Guide ("LERG"). Subtending Central Offices shall be determined in accordance with and as identified in the LERG. Switched Exchange Access Service traffic is not Tandem Transit Service or Transit Traffic.

2.44 TARIFF.

Any applicable Federal or State tariff of a Party, as amended from time to time.

2.45 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research. The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.46 TELECOMMUNICATIONS CARRIER.

The term "telecommunications carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing Telecommunications Services.

2.47 TELECOMMUNICATIONS SERVICE.

Telecommunications Service is as defined in 47 U.S.C. § 153(46).

2.48 TELECOMMUNICATIONS TRAFFIC.

"Telecommunications Traffic" is as defined in 47 C.F. R. § 51.701(b)(1) and is traffic subject to reciprocal compensation under 47 U.S.C. § 251(b)(5).

2.49 TELEPHONE EXCHANGE SERVICE.

The term "telephone exchange service" shall have the meaning set forth in 47 U.S.C. § 153 (47) of the Act.

2.50 TELEPHONE TOLL SERVICE OR TOLL TRAFFIC.

The term "Telephone Toll Service" or "Toll Traffic", as used herein, shall have the meaning set forth in 47 U.S.C. § 153(48).

2.51 WHOLESALE SERVICE

A service offered for sale by a Party and purchased pursuant to contract or tariff by an entity that combines said service, either in whole or in part, into a retail service and offers the retail service to End User Customers.

2.52 WHOLESALE TELECOMMUNICATIONS SERVICE

A Telecommunications Service offered or used as a Wholesale Service.

2.52 VOICE OVER INTERNET PROTOCOL (VoIP) OR IP-ENABLED TRAFFIC.

VoIP means any IP-Enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. For purposes of this Agreement, VoIP or IP-Enabled Traffic includes:

- (i) Voice traffic originating on an Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and
- (ii) Voice traffic originated on the PSTN, and which terminates on an IPC.

INTERCONNECTION ATTACHMENT

1. General

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILECs and CLEC for the purpose of the exchange of Local/EAS Traffic and ISP-Bound Traffic that is originated by an End User Customer of one Party or its Retail Provider and is terminated to an End User Customer of the other Party or its Retail Provider physically located in the same Exchange Area.
- 1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of wireline Telecommunications Traffic between the respective End User Customers of the Parties and the compensation for such facilities and traffic exchanged.

2. Responsibility for Traffic

- 2.1 Each Party is responsible for all traffic that it exchanges with the other Party including but not limited to voice traffic, IP-Enabled Traffic, ISP-Bound Traffic and toll traffic. Neither Party shall provision any of its services in a manner that permits the circumvention of applicable switched access charges. Each Party agrees to be responsible for and pay its portion of the Interconnection Facilities, and all Reciprocal Compensation and Access Charges associated with all traffic that it delivers to the other Party.
- 2.2 The Parties understand and agree that this Agreement will permit a Party to provide a Wholesale Telecommunications Service to a Retail Provider; however, under no circumstances shall such Wholesale Telecommunications Service be deemed, treated or compensated as Tandem Transit Service or Transit Traffic. Except as otherwise provided herein, traffic exchange service provided by either Party is considered to be the provision of end office switching functions. At this time, neither Party is providing Tandem Transit Service, therefore this Agreement does not govern any Tandem Transit Service or Transit Traffic. If, in the future, either Party has a carrier that subtends its tandem per the LERG that results in the need to provide Tandem Transit Service or Transit Traffic, the Parties agree to amend the Agreement.
- 2.3 The Parties agree that neither Party shall knowingly strip, alter, modify, add, delete, change or incorrectly assign Signaling or Signaling Parameters ("Misclassified Traffic") for the purpose of circumventing applicable switched access charges. The Parties also acknowledge that, due to the technical nature of call origination, certain traffic may be properly transmitted without all the Signaling and Signaling Parameters pursuant to section 6 of this Attachment ("Unclassified Traffic") and shall not be considered Misclassified Traffic.
- 2.4 If a terminating Party determines in good faith, through reasonable evaluation of their records, call information, traffic data or other information, in any month that traffic delivered by the originating Party is Misclassified Traffic, the Parties agree

to invoke the Dispute Resolution provisions of this agreement in Section 13 of the General Terms and Conditions of this Agreement

- 2.4.1 To the extent the dispute under this section is resolved in favor of the terminating Party, the originating Party agrees to pay the terminating Party's intrastate access rates on all Misclassified Traffic.
 - 2.4.2 The Party originating Misclassified Traffic agrees to take all reasonable steps to cease all actions, and cancel or reroute any service that is permitting the delivery of Misclassified Traffic.
 - 2.4.3 Following the resolution of a dispute involving Misclassified Traffic, if it is confirmed that a Party continues to deliver the same Misclassified Traffic, that was subject to the dispute, to the other Party which constitutes more than two percent (2%) of the total traffic originated by such Party during any consecutive three (3)-month period, such Party shall be in Default of this Agreement. To the extent that the Parties have invoked the Dispute Resolution procedures to determine the proper treatment or quantity of the Misclassified Traffic, a Default shall not occur while such dispute is pending. Each Party shall make a good faith effort to resolve any such pending dispute within a reasonable time period.
- 2.5 Each Party shall take all reasonable steps to correct the causes of misrouted Toll Traffic.
 - 2.6 Pursuant to Section 9.6 of the General Terms and Conditions of this Agreement each Party shall have the right to audit the other Party's records to ensure that no traffic is misrouted, misclassified, or is otherwise in circumvention of access charges.

3. Physical Connection

3.1 Indirect Interconnection

- 3.1.1 The Parties agree to initially exchange ISP-Bound Traffic and Local/EAS Traffic indirectly with the other Party through the Verizon Pennsylvania ("Verizon") tandem until the monthly two-way aggregate volume of such traffic being exchanged by the Parties exceeds 240,000 minutes of use for three (3) consecutive months ("Direct Connection Threshold"). If the Direct Connection Threshold is satisfied, but both Parties agree that direct interconnection is undesirable, then the Parties shall continue to exchange Local/EAS Traffic and ISP-Bound Traffic utilizing the indirect interconnection arrangement as provided in this Section 3.1. Notwithstanding the foregoing, after the Direct Connection Threshold is satisfied, if either Party desires direct interconnection, then direct interconnection shall be mandatory.

- 3.1.2 For ISP-Bound Traffic and Local/EAS Traffic being exchanged indirectly, each Party acknowledges that it is the originating Party's responsibility to enter into the appropriate transiting arrangements with third-party tandem provider or such other carrier to which both Parties' networks are directly interconnected. This arrangement for indirect interconnection will be subject to renegotiation: (1) if the third-party tandem provider changes tandem homing arrangements; or (2) if due to change in law or regulation, the *third-party tandem provider no longer offers transiting service*; or (3) if, for reasons beyond the control of the Parties, the third-party tandem provider no longer offers transiting service.
- 3.1.3 The Party originating Local/EAS Traffic and ISP-Bound Traffic that is routed through the indirect interconnection shall bear all charges payable to the third-party tandem provider (s) for such transit services with respect to such traffic and shall bear the cost of all facilities necessary to deliver such traffic to the third party tandem provider.
- 3.1.4 Local/EAS Traffic and ISP-Bound Traffic exchanged by the Parties through the indirect interconnection shall be subject to the same reciprocal compensation as provided in Section 4.2.
- 3.2 Direct Connection.
- 3.2.1 At such time as either Party requests Direct Interconnection, whether for the initial interconnection or as provided in Section 3.1.1, Direct Interconnection Facilities between the Parties' networks shall be established as follows: Within thirty (30) days of either Party receiving a request for Direct Interconnection Facilities, CLEC shall place an order for Direct Interconnection Facilities. Both Parties shall provide resources to support normal installation intervals for the Direct Interconnection Facilities. If either Party expects that installation will be delayed for reasons beyond their control, the Party causing the delay will notify the other Party of such expected delay and provide the reason for the delay.
- 3.2.2 The Parties agree to physically connect their respective networks, at a point of interconnection ("POI") in order to exchange Local/EAS Traffic and ISP-Bound Traffic between CLEC and/or Retail Provider End User Customers and ILECs End User Customers. The exchange of traffic to other incumbent LEC exchanges is not part of this Agreement. This Agreement is expressly limited to the transport and termination of Local/EAS Traffic and ISP-Bound Traffic originated by and terminated to End User Customers of the Parties to this Agreement, or to End User Customers of either Party's Retail Provider, at the POI for Bentleyville located at the Bentleyville End Office Switch (BNVLPAXBDS0) and the POI for Marianna and Scenery Hill located at the Marianna End Office Switch (MRNNPAXMDS0).

- 3.2.3 *Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The dedicated interconnection facilities shall meet the Telcordia BOC Notes on LEC Network Practice No. SR – TSV – 002275.*
- 3.2.4 ILECs and CLEC may utilize existing and new wireline *Direct Interconnection Facilities for the exchange of Local/EAS Traffic and ISP-Bound Traffic*, as provided herein, and, where either Party acts as an Interexchange Carrier, toll traffic. If both Local/EAS Traffic and ISP-Bound Traffic and Toll Traffic share the same transport facility, separate Toll Traffic trunk groups shall be provisioned on the Direct Interconnection Facilities in accordance with the Parties' respective Switched Access Services tariff or price lists. If CLEC is purchasing a Direct Interconnection Facility of a DS3 or greater capacity, the charges for the Direct Interconnection Facility shall be apportioned based on the jurisdiction of the trunks provisioned on that facility.
- 3.3 Physical Interconnection
- 3.3.1 ILECs deploy in its network End Office Switches and Tandem Switches.
- 3.3.2 Trunk Types
- 3.3.2.1 Local Interconnection Trunks
- 3.3.2.1.1 The Parties will establish a local trunk group for the exchange of Local/EAS Traffic and ISP-Bound Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local/EAS Traffic and ISP-Bound Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate Toll Traffic or originate un-translated traffic to service codes (e.g., 800, 888) over Local Interconnection Trunks.
- 3.3.2.1.2 If the Parties' originating Local/EAS Traffic and ISP-Bound Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.
- 3.3.2.2 Other Trunk Types: 911 Trunks
- 3.3.2.2.1 CLEC shall be responsible for establishing all necessary 911 trunks for its End User Customer traffic with the appropriate Public Safety Answering Points. CLEC may purchase transport for such 911 trunks from ILEC subject to applicable tariff rates.

- 3.3 The Parties will mutually agree on the appropriate sizing of the transport facilities for the interconnection. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed-upon quantities *via* an Access Service Request (“ASR”) according to Section 6.4 in the Ordering Attachment.
- 3.4 Either Party may request the other Party to construct new systems which otherwise are unnecessary for such other Party to comply with the terms of this Agreement to provide interconnection services on a non-discriminatory basis. Payment terms for costs of such systems, if any, will be negotiated and agreed upon between the Parties on an individual case basis. Neither Party will construct facilities that require the other Party to build unnecessary facilities. Notwithstanding the foregoing, if the Parties are unable to reach agreement on a Party’s compliance with this Section 3.4, either Party may invoke the Dispute Resolution terms of this Agreement.
- 3.5 Interface Types:
- If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties.
- 3.6 Programming:
- It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic associated with the other Party’s assigned NPA-NXX codes and/or NPA-NXX-X blocks. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. Any new CLEC or ILEC NPA-NXX codes and/or NPA-NXX-X blocks properly assigned under wireline guidelines and rules to ILECs’ exchanges shall be part of this Agreement.
- 3.7 Equipment Additions:
- Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties’ internal customer demand.
- 3.8 Once Direct Interconnection Facilities are established, both Parties shall route all traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency or temporary blockage or equipment failure. Should either Party determine that the other Party is routing its originated traffic indirectly via a third party tandem and it is not in the case of an emergency or temporary blockage or equipment failure, the originating Party agrees to update its routing and translations tables to move such traffic to the Direct Interconnection Facilities within five (5)

business days. If routing is due to a lack of facilities resulting in blockage or traffic, the Parties shall work cooperatively together to augment the facilities, making commercially reasonable efforts to complete such augmentation within sixty (60) days.

4. Compensation

4.1 Facilities Compensation

4.1.1 For Direct Interconnection Facilities, CLEC may lease facilities from ILECs or lease facilities from a third party to reach the POI or a combination of both.

4.1.2 Each Party shall be responsible for all costs of the Direct Interconnection Facilities on its side of the POI. Each Party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI.

4.1.3 If CLEC chooses to lease a portion or all the Direct Interconnection Facilities from the ILEC to reach the POI, CLEC shall compensate ILEC for applicable elements of such leased Direct Interconnection Facilities used to interconnect with ILEC's network for the transmission and routing of Local/EAS Traffic and ISP-Bound Traffic at the rates contained in the Pricing Attachment of this Agreement.

4.1.4 CLEC may use a third party carrier's facilities for purposes of establishing interconnection with ILEC. In such case, on behalf of CLEC, the third party carrier will connect dedicated facilities with ILEC. CLEC shall be responsible for the payment to any third party carrier for any charges associated with the facilities. In no case shall ILEC be responsible for payment to the third party carrier.

4.2 Traffic Termination Compensation

4.2.1 This Section 4.2 is expressly limited to the transport and termination of Local/EAS Traffic and ISP-Bound Traffic originated by and terminated to End User Customers of the Parties in this Agreement. Both Parties agree that the traffic is roughly in balance and therefore compensation for Local/EAS Traffic and ISP-Bound Traffic shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party; that is, *Bill and Keep*.

4.2.2 Compensation for Toll Traffic, if exchanged, will be in accordance with the Parties' respective Switched Access Services tariff or

price lists. In the event that CLEC does not have a filed tariff or price list for Switched Access Services, CLEC agrees to utilize rates that do not exceed ILEC's tariffed Switched Access Services rates.

- 4.3 For the purposes of compensation under this Agreement, jurisdiction of IP-Enabled Traffic is determined by the physical location of the End User Customer originating IP-Enabled Traffic. Signaling information associated with IP-Enabled Voice Traffic must comply with Section 6 of this *Interconnection Attachment*.

5. Routing

- 5.1 Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions.
- 5.2 Both Parties shall adhere to the North American Numbering Plan (NANP) *guidelines*. Both Parties agree to only assign telephone numbers from an NPA-NXX Code(s) to an End User Customer at an End User Customer Location located inside the Rate Center with which the NPA-NXX Code(s) is associated, except in cases where either Party offers a foreign exchange service.
- 5.3 *Intentionally left blank.*
- 5.4 N11 Codes: Neither Party shall route N11 codes with non-translated numbers over Direct Interconnection Facilities.

6. Signaling

- 6.1 Each party shall provide accurate Calling Party Number ("CPN") and JIP associated with the End User Customer originating the call.
- 6.1.1 Each party shall provide accurate Calling Party Number ("CPN") associated with the End User Customer originating the call. Accurate CPN is:
- 6.1.1.1 CPN that is a dialable working telephone number, that when *dialed, will reach the End User Customer to whom it is assigned, at that End User Customer's Location.*
- 6.1.1.2 CPN that has not been altered.
- 6.1.1.3 CPN that is not different than the originating number.
- 6.1.1.4 CPN that follows the North American Numbering Plan Standards *and can be identified in numbering databases and the LERG as an active number.*

6.1.1.5 Except as described in Section 5.2 above, CPN that is associated with the ILECs Rate Center Areas of the specific End User Customer Location.

6.1.2 JIP shall be populated as follows:

6.1.2.1 The SS-7 JIP parameter should be populated in the initial address message of wireline traffic exchanged with ILECs' End Office Switches and/or Tandem switches.

6.1.2.2 JIP must be populated with an NPA-NXX that is the same as the NPA-NXX of the LRN for calls terminating to the same End User Customer.

6.1.2.3 When call forwarding occurs, the forwarded from DN (Directory Number) field will be populated, the JIP will be changed to a JIP associated with the forwarded from DN and the new called DN will be inserted in the IAM.

6.2 Signaling:

The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for common channel signaling-based features in the connection of their networks. Each Party shall ensure that CPN is available for at least 95% of the calls it terminates to the other Party. Signaling information shall be shared, upon request, between the Parties at no charge to either Party. If either Party fails to provide CPN (valid originating information) or JIP on at least ninety five-percent (95%) of total traffic, then such unidentified traffic will, subject to audit, be treated as Toll Traffic and shall be subject to charges pursuant to the terminating Party's intrastate tariff. Each Party will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN/no-JIP traffic does not include traffic other than Local Traffic and ISP-bound Traffic. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist in its correction.

6.3 Signaling Parameters:

The Parties agree to utilize SS7 Common Channel Signaling ("CCS") in accordance with accepted industry practice and standard technical specifications. For all traffic exchanged, the Parties agree to cooperate with one another and to exchange all appropriate CCS messages, for call set-up, including without limitation ISDN User Part ("ISUP"), Transaction Capability User Part ("TCAP") messages and Jurisdictional Indicator Parameter ("JIP") to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions. Each Party will provide all CCS signaling parameters,

including, but not limited to the originating CPN, in conjunction with all traffic it exchanges to the extent required by industry standards.

7. Network Management

7.1 Network Management and Changes:

Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks. Details of network technical specifications, forecasting, and trunk implementation shall be in accordance with industry standards.

7.2 Grade of Service:

Each Party will provision their network to provide a designed blocking objective of a P.01.

7.3 Protective Controls:

Either Party may use protective network traffic management controls such as 7-digit or 10-digit code gaps, as applicable, on traffic towards each Party's network, when required to protect the public switched network from congestion or failure, or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.

7.4 Mass Calling:

Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on equitable methods for managing the call volume. If the Parties are unable to reach agreement on methods for managing the call volume, either Party may invoke the Dispute Resolution terms of this Agreement.

7.5 Network Harm:

Neither Party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of

service to other carriers or to either Party's End User Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur, or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- 7.5.1 Promptly notify the other Party of such temporary discontinuance or refusal;
- 7.5.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- 7.5.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

LOCAL NUMBER PORTABILITY (LNP) ATTACHMENT

Local Number Portability

1. General

- 1.1 The Parties will offer service provider local number portability (LNP) in accordance with FCC orders, rules and regulations and North American Numbering Council (NANC) guidelines and recommendations accepted by the FCC. The term service provider portability has the meaning set forth in 47 C.F.R. §52.21. The Parties will work cooperatively to implement any FCC ordered location portability in the timeline outlined in the order. If a Party acts as a Numbering Partner and ports on the behalf of a Retail Provider that Party is fully responsible for compliance with porting rules as defined in this Section 1.1.
- 1.2 *If either Party's Operations and Network Planning Publications conflict with the FCC's rules and orders, the FCC's rules and orders will prevail.*
- 1.3 Location portability, as defined in 47 C.F.R. §52.21 will not be provided by the Parties unless otherwise so ordered by the FCC.
- 1.4 Signaling.
In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 1.5 N-1 Query.
For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier responsibilities and perform queries on calls to telephone numbers with portable NXXs. Neither Party shall send un-queried calls to the other.
- 1.6 Porting of Reserved Numbers.
End User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. § 52.15(f)(1)(vi), that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).
- 1.7 Where a Party is currently capable of setting LRN unconditional or 10-digit triggers, the 10-digit trigger will be used by the Old Service Provider ("OSP"). Where a Party is not currently capable of setting the LRN 10-digit trigger, a manual process will be implemented. Both Parties agree to work cooperatively to implement procedural interfaces for LNP either using the LRN 10-digit trigger or a manual process in accordance with the timelines outlined in this Section 1.7 to make a telephone number ("TN") available for porting and to remove the TN from the OSP's switch.
- 1.7.1 The TN will be made available by the OSP for activation by the New Service Provider ("NSP") by no later than 00:00 GMT on the FOC due date. The TN will remain in the OSP switch until the NSP either takes the TN (trigger case) or, if the NSP does not take the TN, for at least twenty-four (24) hours and no more than forty-eight (48) hours after 08:00 am Eastern time of the FOC due date. If a manual process is employed by the

OSP for porting, the OSP will make commercially reasonable efforts to query the LNP data base once during regular working hours on or after 3 PM Eastern the day of the FOC due date to confirm that the TN was ported by the NSP. Upon confirmation that the TN was ported out by the NSP, the TN will be removed from the OSP's switch. If at the time of the OSP's query the TN has not been ported out by the NSP, the TN will remain in the OSP switch for forty-eight (48) hours as provided herein unless the NSP places a telephone call or an email during regular working hours to notify the OSP that the TN has been ported and request that it be removed from the OSP's switch.

1.7.2 The Parties recognize that CLEC does not currently set 10-digit triggers. CLEC agrees to implement 10-digit triggers for purposes of LNP under this Agreement concurrent with the practice of setting 10-digit triggers for any other local exchange carrier served by the same CLEC switch that serves the ILEC service area.

1.7.3 A 10-digit trigger 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider ("NSP") to be in control of when a number ports.

1.8 Loss Notification.

Pursuant to 47 C.F.R. §62.4002(g), where the port of the End User's service includes presubscribed IntraLATA Toll and/or InterLATA Toll, the OSP shall be responsible to notify the pre-subscribed toll carrier(s) of the port of an End User to the NSP. Upon request of the NSP or the End User, the OSP shall be responsible to facilitate resolution of erroneous billing that continues after the port to the NSP.

2.0 Coordinated Cutovers.

2.1 For LNP Coordinated Hot Cuts ("CHC"), the NSP may request a desired due date and time. These will be considered CHC orders. NSP must indicate a request for CHC on the Local Service Request ("LSR" or "Order") to request a CHC order. Where applicable, the OSP will not apply a 10-digit trigger upon porting telephone numbers to NSP network for a coordinated cutover. Labor charges for CHCs are listed in the Pricing Attachment to this Agreement. There are two types of coordination:

2.1.1 Any Time:

Order to be worked anytime during the day on the due date, but the Old Service Provider ("OSP") must notify NSP when completed.

2.1.2 Specific Time:

Order is to be worked at a specific time on the due date, and OSP must notify the NSP when completed.

- 2.2 If a LNP Coordinated Hot Cut is requested, NSP will be required to call ("Scheduling Call") the OSP twenty-four (24) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and time. If no call is received from the NSP, it will be assumed that the NSP is not ready and the order will not be completed on the requested due date and time. If NSP does not contact OSP within twenty-four (24) hours from the original FOC'd due date to reschedule, the order will be canceled.

3.0 **Obligations of Both Parties.**

- 3.1 Both Parties are responsible for advising the NPAC of telephone numbers that it ports in and the associated data as identified in industry forums as being required for number portability.
- 3.2 When a ported telephone number becomes vacant, *e.g.*, the telephone number is no longer in service by the original End User Customer; the ported telephone number will be released back to the carrier who is the code holder or block holder. The Parties agree to make commercially reasonable efforts to release the ported telephone number back to the code or block holder within sixty (60) days of when it becomes vacant. Should either Party fail to release back vacant numbers as provided herein the majority of the time, the Parties agree to work cooperatively to identify and implement a resolution.
- 3.3 Each Party has the right to block default routed calls entering a network in order to protect the public switched telephone network from overload, congestion, or failure propagation.
- 3.4 Both Parties must be certified by the Regional NPAC prior to the scheduling of inter-company testing.
- 3.5 Each Party will designate a Single Point of Contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.
- 3.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes.
- 3.7 Based upon Service Provider Identification (SPID) or Operating Company Number (OCN) of the OSP as verified in NPAC, the NSP is solely responsible for submitting local number portability requests to the OSP even if the OSP is providing service to a Retail Provider.

ANCILLARY SERVICES ATTACHMENT

1. 911/E-911 ARRANGEMENTS

- 1.1 ILEC utilizes the contractor designated by the state for the provision of 911/E-911 services, currently Verizon Communications, Inc. ("Verizon"). The CLEC is responsible for connecting to the state's designated contractor and populating the state's designated contractor's database. All relations between the state's designated 911/E911 contractor and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of the state's designated contractor.
- 1.2 Neither Party will be liable for errors with respect to the other Party's provision of 911/E-911 services to its End User Customers.
- 1.3 In the event that ILECs become the 911/E-911 service provider for any exchange where CLEC is providing service under this Agreement, ILECs will provide CLEC advance notice of no less than one hundred eighty (180) days and the Parties agree to negotiate terms to amend this Agreement for the provision of 911/E-911 arrangements by ILECs to CLEC.

2. Street Address Guide (SAG)

Verizon is the current state contractor designated to maintain the Street Address Guide for the geographic area of ILEC, therefore CLEC must obtain SAG from the state's designated contractor.

3. Telephone Relay Service

Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its End User Customers.

4. Directory Listings and Directory Distribution

- 4.1 ILECs use an independent third party to publish and distribute directory listings. The Parties agree that, pursuant to the terms of this Section 4, CLEC End User Customer listings will be included in the appropriate ILECs' white pages directory listings, interfiled in alphabetical order with the ILECs' End User Customer listings. CLEC shall be entitled to one primary listing in ILEC's white pages directory per End User Customer at no cost to CLEC or CLEC's End User Customer. CLEC will be required to work directly with that third party for publishing of the directory listings, book distribution, and associated charges, and, if required by that third party, to negotiate a separate agreement. ILECs will exercise commercially reasonable efforts to cause its directory publisher to ensure that the final directory listings for CLEC End User Customers as printed in the published directory are treated in the same manner as the ILECs' End User Customer listings.

- 4.2 CLEC agrees to supply, directly to the ILECs' directory publisher at the time and in a format prescribed by the directory publisher, all listing information for CLEC's End User Customers who wish to be listed in any ILEC published directory for the relevant ILEC operating area.
- 4.3 Within ten (10) days of a request by CLEC, ILECs will provide CLEC with the appropriate contact information for the ILECs' directory publisher. ILECs may, in its sole discretion, select a different third party to publish and distribute its directories and will notify CLEC in writing of a change of publishers, which notice will be no more than ten (10) days following the effective date of a change in publishers. Such notice will include contact information of the new directory publisher and any known changes that will impact the process by which the CLEC's listings are to be included in the directory publication and distribution. Notwithstanding the foregoing, ILECs agree that a change in directory publishers will be made no less than three (3) months prior to the date listing information is required for the annual publication of a directory, unless otherwise agreed by the Parties.
- 4.4 Each Party shall be solely responsible for knowing and adhering to state laws or rulings regarding listing information. Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Inclusion of CLEC's End User Customer listings in a given directory will be in accordance with ILECs' directory publisher's solely determined directory configuration, scope, and schedules. Such configuration, scope and schedules will be provided by the ILECs to the CLEC at least three (3) months prior to the submission due date or within ten (10) days of execution of this Agreement if such execution is less than three (3) months prior to submission due date.
- 4.5 Neither Party will impede the other Party in pursuing arrangements with third party publishers of directory listings that cover the service area of ILECs to include its End User listings in such third party published directory and distribution of directories to its respective End User Customers.

**PRE-ORDERING, ORDERING, PROVISIONING,
MAINTENANCE AND REPAIR ATTACHMENT**

1. PRE-ORDERING

- 1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements may necessitate the use of current pre-order information to accurately build service orders. The pre-order functions that are available when required to accurately build service orders, are outlined in this Section I; provided however, in the event either Party's pre-ordering and ordering processes conflict with FCC orders or rules, or NANC approved recommendations accepted by the FCC, the FCC orders or rules or NANC recommendations accepted by the FCC will apply.
- 1.2. Access to retail Customer Service Record ("CSR") will be given only when such information is required for the requesting Party to obtain a Firm Order Commitment on a port request order. CSR information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection without the End User Customer's authorization ("Authorization") that the End User Customer has agreed to the release the information; provided however, if a Party requires that the End User account number be provided to show Authorization, it will not be provided via response to a CSR request. The Party requesting the CSR is responsible for obtaining the Authorization regardless of whether the End User Customer is dealing directly with the Party or through a Retail Provider.
- 1.3. *Intentionally left blank.*
- 1.4. The Parties will exchange information covering guidelines for preordering, ordering, provisioning, maintenance and other process information, including contact information for these functions. No Party will submit or process a port request until all contact information has been exchanged so that either Party is ready to submit port requests. If applicable, the Parties also will discuss the development and introduction of a change management process.
- 1.5. The Parties shall exchange preordering, ordering, provisioning, and maintenance information, including service orders, *via* electronic mail. Parties may mutually agree to add other forms of the information exchange such as Graphical User Interface (GUI).
- 1.6. The Parties agree not to view, copy, or otherwise obtain access to the End User CSR information of any customer without that End User Customer's permission. The Parties will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the FCC and the state in which the service is provided. If there is a customer complaint, the Parties reserve the right to audit each other's verification information on access to End User Customer record information. If the audit reveals that the End User Customer record information was obtained without the audited Party having

obtained the proper legal permission, the auditing Party upon reasonable notice to the audited Party may take such corrective action as permitted by state and federal law. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2. ORDERING

2.1. General Ordering.

- 2.1.1 The New Service Provider (NSP) shall place orders for services by submitting required information for a port request via a Local Service Request (LSR or Order) in a consistent, electronic format designated by the Old Service Provider (OSP). The LSR or Order, including the requested due date, shall be in accordance with industry standards, FCC rules and orders and NANC practices accepted by the FCC as required for a port request.
- 2.1.2 Initial and Supplemental orders submitted as provided in this Attachment will be returned to the NSP as rejected or with Firm Order Confirmation (FOC) by the OSP within two (2) business days of any version of a valid order submission. Prior to receipt of an FOC, the Order may be supplemented, clarified or cancelled by the NSP without incurring a Service Order Charge. After receipt of a FOC, the NSP shall submit a supplemental service request, as provided in this Attachment, to change, reschedule, or cancel the accepted LSR. Once a FOC has been sent, the Service Order Charge for the LSR specified in the Pricing Attachment will be paid by the NSP. The OSP will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified, or cancelled. Once a FOC has been sent, no changes to the FOC may be made by the OSP without notice to the NSP and acknowledgement by the NSP and, if such change is approved by the NSP, no additional supplemental or change charge shall be incurred by the NSP.
- 2.1.3 For purposes of clarification and to determine expedited orders, the Parties acknowledge and agree that at the time of execution of this Agreement, the standard due date interval is four (4) business days from date of a valid order submission and therefore anything less is an expedited order.
- 2.1.4 **Invalid/Resubmit.** Incorrect or invalid LNP Orders submitted to the OSP will be rejected back to the NSP for correction or clarification. Resubmitted LSR's will be validated or rejected based upon the supplemental LSR. No charge is incurred by the NSP for any changes to an invalidated LSR.
- 2.1.5 **Reschedule/Change.** Should the NSP request a change in the due date, after the NSP has received a FOC from the OSP, the NSP will submit a

supplemental LSR with the requested new due date and/or requested time in the case of a coordinated hot cut, and the Service Order Change Charge specified in the Pricing Attachment will be paid by the NSP. The OSP will accept change order up until 3pm EST on the day of the FOC due date.

2.1.6 Expedited Orders. For expedited service date advancement requests by the NSP, expedited charges will apply for intervals less than the standard four (4) business day interval agreed to by the Parties and outlined in Section 2.1.3 above. The Expedited Due Date Charge specified in the Pricing Attachment will be paid by the NSP.

2.1.7 Cancel. Should the NSP submit a supplemental LSR to cancel a previously submitted LSR that had received a FOC from the OSP, then the Service Order Cancellation Charge will be paid by the NSP as specified in the Pricing Attachment.

2.1.7.1 The NSP will notify the OSP of the cancellation of the port as soon as possible and prior to 3 PM Eastern on the FOC due date. The NSP will submit a supplemental request form to the OSP, via their inter-company interface, in accordance with Section 1.5, indicating cancellation of the porting request. If the Port cancellation is the day of the port, the NSP will call the OSP as soon as possible and prior to activation to cancel the port and the NSP will also submit a supplemental request form to the OSP, via their inter-company interface in accordance with Section 1.5, indicating cancellation of the porting request.

2.2 Provisioning.

2.2.1 The Parties shall provision services during regular working hours. To the extent NSP requests and approves provisioning of service to be performed outside OSP regular working hours, overtime charges shall apply as specified in the Pricing Attachment.

2.3 Letter of Authorization for Firm Orders.

2.3.1 The Parties agree that they will not submit a firm order to move an End User Customer's service from one Party to the other Party without the End User Customer's permission, and that the requesting Party has verification from the End User Customer *via* third party verification, a Letter of Authorization (LOA), *etc.* that the End User Customer has agreed to the change in service. The OSP will not require End User Customer confirmation prior to establishing service for NSP's End User Customers. The Party submitting the firm order is responsible for obtaining proper authorization regardless of whether the End User Customer is dealing directly with the Party or through Retail Provider

2.3.2 Once the NSP submits an LSR to change an End Users Customer's local exchange service, the End User Customer will be directed by the OSP to deal directly with the NSP on all inquiries concerning their local exchange service. This may include, but is not limited to billing, repair, directory

listing, and number portability, including but not limited to rescheduled orders or cancellations.

- 2.3.3 If, based on an End User Customer complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized request for change in local service, the Complaining Party will notify the Changing Party of the End User Customer complaint, and the Changing Party will provide evidence that the change was authorized by the End User Customer. If the Changing Party is unable to provide sufficient evidence of the End User Customer's authorization, the Changing Party will investigate and report on the cause of the change. If the Changing Party is unable to provide a reasonable report on the cause, and the complaint is ruled valid by the FCC or the Commission, the Parties will follow the procedures set out in 47 C.F.R. 64.1100 – 64.1195 or applicable state rules. No charges will be assessed if the Changing Party provides proof that the change was authorized. If such proof is not provided, the Changing Party will be responsible for all non-recurring charges associated with restoring the End User Customer to the Complaining Party's local service. In all cases, the Parties will establish or reestablish service for the End User Customer with the correct local service provider. Pending resolution of the complaint, in order to preserve the End User Customer's access to emergency services, local service to the End User Customer will remain with the Party providing local service at the time the complaint was initiated unless otherwise agreed to on a three way call between the Parties and the End User Customer.

2.4 Access to Inside Wire.

- 2.4.1 CLEC is responsible for accessing customer premise wiring without disturbing ILECs' plant or facilities. In no case shall CLEC remove or disconnect the loop facilities or ground wires from ILECs' NIDs, enclosures, or protectors. If CLEC removes the ILECs' loop in violation of this Agreement, CLEC will hold ILECs harmless for any liability associated with the removal of the drop or ground wire from the NID. Furthermore, CLEC shall not remove or disconnect NID modules, protectors, or terminals from ILECs' NID enclosures.
- 2.4.2 ILEC is responsible for accessing customer premise wiring without disturbing CLEC plant or facilities. In no case shall ILEC remove or disconnect the CLEC facilities. If ILEC removes CLEC loop in violation of this Agreement, ILEC will hold CLEC harmless for any liability associated with the removal of the CLEC facilities.
- 2.4.3 Each Party shall warrant that it is responsible for damages proximately caused by its own Retail Provider to the other Party's plant, facilities or NID resulting from access to the customer premise wiring by that Retail

Provider. CLEC shall indemnify and hold ILEC harmless for any damage to an End User Customer's premise or for any loss or claim arising from the CLEC's Retail Provider's access to the customer premise wiring. ILEC shall indemnify and hold CLEC harmless for any damage to an End User Customer's premise or for any loss or claim arising from the ILEC's Retail Provider's access to the customer premise wiring.

3. MAINTENANCE AND REPAIR

- 3.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective operational procedures as referenced in Section 1.4 of this Attachment. The Parties agree to provide one another with 24 hour, 7 day per week contact numbers for the purpose of maintenance of service.
- 3.2 If the NSP reports a trouble and no trouble actually exists on the OSP's portion of the service ("no trouble found"), the OSP will charge the NSP in accordance with the charge set forth in the Pricing Attachment of the Agreement for any dispatching and testing (both inside and outside the Central Office (CO)) required by OSP in order to confirm the working status. If the no trouble found rate is a higher percentage rate than the other similar services offered by the OSP, the NSP may raise the issue with the OSP and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the NSP. Such request shall not be unreasonably denied. Notwithstanding the foregoing, no charge shall apply if the initial trouble is reported by the NSP within ten (10) business days of the port FOC date.
- 3.3 Notwithstanding anything provided herein, maintenance and repair associated with number ports shall be provided during regular working hours.

4. SERVICE STANDARDS

Both Parties will comply with the FCC and Commission standards and quality of service when providing service to the other Party.

5. RATES

All charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment of this Agreement.

6. MISCELLANEOUS

6.1 Misdirected Calls.

6.1.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):

6.1.1.1 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local

exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.

6.1.1.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.

6.1.1.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

6.2 Neither Party shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

6.3 Contact Numbers.

The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services, including day of port issues. The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

6.4 Ordering of Direct Interconnection Facilities.

All orders for Direct Interconnection Facilities will be issued using the industry standard Access Service Request ("ASR") process and will be pursuant to ILECs' intrastate access tariffs. All ordering and provisioning and maintenance activity for Direct Interconnection Facilities should also follow the applicable industry standards which include: Access Service Ordering Guidelines (ASOG) developed in the *Ordering and Billing Forum (OBF)* at the *Alliance of Telecommunications Industry Solutions (ATIS)* and approved North American Numbering Council (NANC) procedures and guidelines concerning Local Number Portability (LNP) processes.

PRICING ATTACHMENT

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement and are applied reciprocally by both the ILEC and the CLEC as noted below.

A. Direct Interconnection Facilities - Bentleyville:

- | | |
|--|---------------------------------|
| 1. Direct Trunk Transport Termination: | |
| a) DS1 | \$ 81.75 / termination / month |
| b) DS3 | \$ 525.00 / termination / month |
| 2. Direct Trunk Transport Facility: | |
| a) DS1 | \$ 15.75 / mile / month |
| b) DS3 | \$ 137.26 / mile / month |
| 3. Non-recurring Installation Charge | \$ 353.00 / order |

B. Direct Interconnection Facilities – Mariana-Scenery Hill:

- | | |
|--|---------------------------------|
| 1. Direct Trunk Transport Termination: | |
| a) DS1 | \$ 94.01 / termination / month |
| b) DS3 | \$ 603.75 / termination / month |
| 2. Direct Trunk Transport Facility: | |
| a) DS1 | \$ 18.11 / mile / month |
| b) DS3 | \$ 157.85 / mile / month |
| 3. Non-recurring Installation Charge | \$ 353.00 / order |

C. General Charges:

- | | |
|--|--------------------|
| 1. Service Order Charge** | \$ 15.00 / request |
| 2. Service Order Cancellation Charge** | \$ 9.00 / request |
| 3. Service Order Change Charge** | \$ 9.00 / request |
| 4. Expedited Due Date Charge** | \$ 25.00 / request |
| 5. Technical Labor:** | |

** These charges are reciprocal and apply to both ILEC and CLEC.

Install & Repair Technician:

- | | |
|--|-----------------|
| Basic Time (normally scheduled hours) | \$ 21.93 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 32.90 / ½ hr |
| *Premium Time (outside of scheduled work day) | \$ 43.86 / ½ hr |

Central Office Technician:

Basic Time (normally scheduled hours)	\$ 23.81 / ½ hr
*Overtime (outside normally schld hrs on schld work day)	\$ 35.72 / ½ hr
*Premium Time (outside of scheduled work day)	\$ 43.86 / ½ hr

LNP Coordinator:

Basic Time (normally scheduled hours)	\$ 43.52 / ½ hr
*Overtime (outside normally schld hrs on schld work day)	\$ 64.99 / ½ hr
*Premium Time (outside of scheduled work day)	\$ 86.65 / ½ hr

Administrative Support:

Basic Time (normally scheduled hours)	\$ 13.65 / ½ hr
*Overtime (outside normally schld hrs on schld work day)	\$ 20.47 / ½ hr
*Premium Time (outside of scheduled work day)	\$ 27.29 / ½ hr

6. Rates and Charges for LNP Coordinated

Hot Cut (CHC)

Per Sections 2 and 3 of the LNP Attachment, charged time will be in half hour increments for the personnel involved in the CHC at the rates in Section 5 above.

* Minimum 1 hour when a technician is called out during Overtime or Premium Time.