

CAPTION SHEET

CASE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00/00 :
- 2. BUREAU: ALJ :
- 3. SECTION(S) : 4. PUBLIC MEETING DATE:
- 5. APPROVED BY: : 00/00/00
- DIRECTOR: :
- SUPERVISOR: :
- 6. PERSON IN CHARGE: : 7. DATE FILED: 01/25/06
- 8. DOCKET NO: A-310922 F7025 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: ARMSTRONG TELEPHONE COMPANY NORTH

RESPONDENT/APPLICANT: CORE COMMUNICATIONS, INC.

COMP/APP COUNTY: UTILITY CODE: 310922

ALLEGATION OR SUBJECT

PETITION OF CORE COMMUNICATIONS INC. FOR ARBITRATION OF INTERCONNECTION RATES TERMS AND CONDITIONS WITH ARMSTRONG TELEPHONE COMPANY NORTH.

**DOCUMENT
FOLDER**

DOCKETED
FEB 08 2006

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January 25, 2006

Secretary James J. McNulty
Pennsylvania Public Utility Commission
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A-310922 F7025

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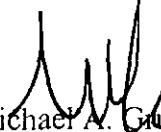
Re: Petition for Arbitration of Interconnection Rates, Terms, and Conditions

Dear Secretary McNulty:

Enclosed for filing please find an original plus 2 (two) copies of a Petition for Arbitration of Interconnection Rates, Terms and Conditions between Core Communications Inc. and **Armstrong Telephone Company North; Armstrong Telephone Company of Pennsylvania; Buffalo Valley Telephone Company; Conestoga Telephone & Telegraph Co.; Denver & Ephrata Telephone and Telegraph; Hancock Telephone Company; Hickory Telephone Company; Lackawaxen Telecommunications Services, Inc.; Laurel Highland Telephone Company; North Penn Telephone Company; North Pittsburgh Telephone Company; North-Eastern Pennsylvania Telephone Company; Palmerton Telephone Company; Pennsylvania Telephone Company; Pymatuning Independent Telephone Company; South Canaan Telephone Company; Venus Telephone Corp.; West Side Telephone Company; and Yukon Waltz Telephone Company.** Core Communications hereby requests that the Commission establish a docket number for this matter and proceed to make the necessary determinations requested in the Petition.

Best regards,

STEVENS & LEE


Michael A. Guin

DOCUMENT FOLDER

Enclosure

cc: Patricia Armstrong
Office of Consumer Advocate

Philadelphia • Reading • Valley Forge • Lehigh Valley • Harrisburg • Lancaster
Scranton • Wilkes-Barre • Princeton • Cherry Hill • New York • Wilmington

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45

STEVENS & LEE
LAWYERS & CONSULTANTS

Secretary James J. McNulty
January 25, 2006
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Office of Small Business Advocate
Office of Trial Staff

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In re: Application of :
CORE COMMUNICATIONS, INC. : **Docket No.:**
 :
Petition of Core Communications Inc. for :
Arbitration of Interconnection Rates, Terms :
and Conditions Pursuant to 47 U.S.C. :
§ 252(b) :

**PETITION OF CORE COMMUNICATION FOR ARBITRATION OF
INTERCONNECTION RATES, TERMS, AND CONDITIONS WITH:**

**Armstrong Telephone Company North; Armstrong Telephone
Company of Pennsylvania; Buffalo Valley Telephone Company;
Conestoga Telephone & Telegraph Co.; Denver & Ephrata Telephone
and Telegraph; Hancock Telephone Company; Hickory Telephone
Company; Lackawaxen Telecommunications Services, Inc.;
Laurel Highland Telephone Company; North Penn Telephone
Company; North Pittsburgh Telephone Company; North-Eastern
Pennsylvania Telephone Company; Palmerton Telephone Company;
Pennsylvania Telephone Company; Pymatuning Independent
Telephone Company; South Canaan Telephone Company;
Venus Telephone Corp.; West Side Telephone Company; and
Yukon Waltz Telephone Company**

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DATED: January 25, 2006

PETITION FOR ARBITRATION

Pursuant to Section 252 of the Telecommunications Act of 1996 (“Act”), Core Communications, Inc. (“Core”) hereby requests that the Pennsylvania Public Utility Commission (“Commission”) arbitrate, on an expedited basis, the terms and conditions of interconnection between Core and **Armstrong Telephone Company North; Armstrong Telephone Company of Pennsylvania; Buffalo Valley Telephone Company; Conestoga Telephone & Telegraph Co.; Denver & Ephrata Telephone and Telegraph; Hancock Telephone Company; Hickory Telephone Company; Lackawaxen Telecommunications Services, Inc.; Laurel Highland Telephone Company; North Penn Telephone Company; North Pittsburgh Telephone Company; North-Eastern Pennsylvania Telephone Company; Palmerton Telephone Company; Pennsylvania Telephone Company; Pymatuning Independent Telephone Company; South Canaan Telephone Company; Venus Telephone Corp.; West Side Telephone Company; and Yukon Waltz Telephone Company.** The aforementioned companies have been negotiating an interconnection agreement collectively as members of the Rural Telephone Company Coalition (“RTCC”), represented by the same counsel. As such, Core is requesting a consolidated arbitration of the interconnection rates, terms and conditions with all of the aforementioned companies, who hereinafter, shall be referred to as the RTCC for purposes of this Petition.

In essence, despite numerous discussions and exchanges of information during months of negotiations, the RTCC has simply refused to engage in good faith

negotiations with Core concerning several substantive terms and conditions of interconnection.

Core accordingly requests that the Commission commence arbitration pursuant to section 252 of the Act to resolve the open interconnection issues between the parties, enter an order addressing the issues raised by Core in the Statement of Disputed Issues attached hereto as Appendix 2, and require the RTCC to accept all terms and conditions presented by Core that are mandated by applicable law and regulations. Further, to the extent that the disputed issues are not specifically controlled by established law and regulations, Core requests that the Commission resolve each of the disputed issues listed in the attached Statement of Disputed Issues (Appendix 2) by ordering the RTCC to incorporate Core's positions in the interconnection agreement that is ultimately executed by the parties.

In further support of this Petition, Core states as follows:

PARTIES

1. Core Communications Inc. is a Competitive Local Exchange Carrier ("CLEC") authorized to provide competitive local exchange services in Pennsylvania..
2. The RTCC companies are incumbent local exchange carriers ("ILECs") in Pennsylvania.

JURISDICTION

3. The Commission has jurisdiction over Core's petition pursuant to section 252(b)(1) of the Act, 47 U.S.C. § 252(b)(1). Under the Act, parties to a requested

negotiation under section 252 may, at any time during the period from the 135th to the 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation, petition the Commission for arbitration of any issues that remain open at that time. 47 U.S.C. § 252(b).

4. As discussed more fully below, Core requested negotiations with RTCC on August 17, 2005, and the RTCC companies received the requests on August 19, 2005. The arbitration window accordingly opened on January 2, 2006 and closes after January 26, 2006

BACKGROUND AND HISTORY OF NEGOTIATIONS

5. On August 17, 2005, Core sent to the RTCC companies, by Federal Express 2 day delivery or certified U.S. Mail, a series of bona fide requests for interconnection, requesting that the RTCC companies promptly join Core in good faith negotiations to establish an interconnection agreement, which the RTCC companies duly received on or after August 19, 2005¹. Additionally, Core stated that this agreement should incorporate the particular terms and conditions that fulfill RTCC's duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252.² Copies of these letters were filed with the Commission Secretary on August 22, 2005 along with Core's Amended Application for Certification as a Competitive Local Exchange Carrier throughout the Commonwealth of Pennsylvania pursuant to the Commission's requirements.

6. By letter dated August 25, 2005, Attorney Regina Matz of Thomas, Thomas,

¹ Appendix 3 (August 17, 2005 letters from Christopher Van De Verg to the RTCC companies, requesting negotiation of Interconnection Agreements).

² Id.

Armstrong & Niesen indicated that her firm would be representing the RTCC Companies in a collective negotiation of an the interconnection agreement.³

7. On August 29 and August 30, 2005, Core sent follow-up correspondence to the RTCC, by Federal Express 2 day delivery, which included Core's initial "draft" proposal for an interconnection agreement as a basis for further discussion.⁴ An electronic copy of Core's initial proposal was sent via email to Ms. Matz on August 30, 2005.

8. The RTCC never provided specific language edits or a concrete counterproposal to Core's proposal. Instead, by letter dated October 19, 2005, the RTCC responded to Core's bona fide requests for interconnection and draft proposal with a draft proposal of its own.⁵

9. On November 22, 2005 and November 29, 2005, Core responded by email to the RTCC's initial draft proposal and requested an electronic version of the proposal questions and requested RTCC's comments on Core's proposed Interconnection Agreement.⁶

10. On December 6, 2005, Core provided the RTCC with a redlined counterproposal to the RTCC's initial draft interconnection agreement.⁷

11. On December 15, 2005, Core requested that the parties schedule a negotiating session to discuss the interconnection proposals, and in response, the RTCC suggested a

³ Appendix 4 (August 25, 2005 letter from Regina Matz to Christopher Van de Verg)

⁴ Appendix 5 (August 29, 2005 letter from Christopher Van de Verg to Regina Matz, enclosing Core's initial draft proposal for an ICA and follow-up emails dated August 30, 2005)

⁵ Appendix 6 (October 19, 2005 letter from Regina Matz to Christopher Van de Verg) and Appendix 7 (RTCC initial draft interconnection proposal)

⁶ Appendix 8 (November 22, 2005 and November 29, 2005 emails from Chris Van de Verg to Patricia Armstrong).

⁷ Appendix 9 (December 6, 2005 Core redline counterproposal to RTCC initial draft ICA and accompanying email).

conference call during the week of January 3-6, 2006.⁸

12. By email dated December 26, 2005, Core notified the RTCC that it had made several additional modifications to the RTCC's proposed ICA, namely, eliminating references to "POI", clarifying the process to establish "IP's", and clarifying that the parties may lease entrance facility-type interconnection from third parties.⁹

13. By email dated December 26, 2005, Core explained its expectation to go through the RTCC's proposal line-by-line, page-by-page to flesh out existing issues.¹⁰

14. On January 3, 2006, a negotiation session was held via teleconference to discuss the RTCC's proposal and Core's counterproposal.

15. On January 12, 2006, with no reasonable progress being made in negotiations with RTCC, Core filed a Status Report on Interconnection Negotiations with the Commission Secretary, indicating that arbitration would most likely be necessary.¹¹

16. By email dated January 19, 2006, Chris Van De Verg provided the RTCC with citations to legal authorities in support of Core's ICA proposal and requested specific authorities in support of the RTCC's position. Core also provided a preliminary list of open issues between Core and the RTCC companies.¹²

17. Notwithstanding Core's efforts to engage the RTCC companies in discussions, the RTCC has simply refused to engage in good faith negotiations with Core concerning several substantive terms and conditions of interconnection. At the heart of these disputes between the parties, the RTCC has refused to accept its well settled obligation to

⁸ Appendix 10 (December 15, 2005 email from Chris Van de Verg and responsive email from Patricia Armstrong dated December 19, 2005).

⁹ Appendix 11 (December 26 email from Chris Van de Verg to Patricia Armstrong with attached redlined proposal)

¹⁰ Appendix 12 (December 26 email from Chris Van de Verg to Patricia Armstrong)

¹¹ Appendix 13 (January 12, 2006 Status Report on Interconnection Negotiations)

¹² Appendix 14 (January 19, 2006 email from Chris Van de Verg with attached legal authority and preliminary list of issues)

pay reciprocal compensation for Section 251(b) (5) Traffic or intercarrier compensation for ISP-bound traffic as required by the Act, the FCC Rules, and the ISP Remand Order. Although the RTCC is of course free to propose terms that differ from the requirements of the Act, Core clearly rejected the RTCC's compensation proposals, and has repeatedly demonstrated its intention to negotiate an agreement with the RTCC that is based on the requirements of the Act. The RTCC simply has not reciprocated by negotiating with Core based on those requirements. A detailed Statement of Disputed Issues is attached hereto as Appendix 2.

DISPUTED ISSUES

18. While the detailed Statement of Disputed Issues attached hereto as Appendix 2 outlines several differences between the parties, the most critical issues in dispute between Core and the RTCC concern the well settled legal obligation of the parties to pay reciprocal compensation.¹³

¹³ As rural ILECs, The RTCC companies are not "exempt" from their duty to engage in good faith interconnection negotiations with Core. At page 15 in the Petition of Cellco Partnership d/b/a Verizon Wireless et al, Docket Nos. P-00021995 - P-00022001, P-00022005 - P-000220015, (Opinion and Order entered January 18, 2005), the Commission noted the conclusions of ALJ Weismandel on this issue. The ALJ concluded that the Rural ILECs' exemption did not relieve them of the duty to engage in negotiations and, if necessary, compulsory arbitration, concerning the issues of indirect interconnection and reciprocal compensation. (I.D. at 11). He disagreed with the Rural ILECs' claim that the exemption relieved them of the compulsory arbitration provisions of TA96 § 252(b). The ALJ provided the following rationale in support of his recommendation:

The rural exemption set forth in Section 251(f)(1) of TA-96, by its own terms, only exempts a rural telephone company from the obligations set forth in Section 251(c) ["Subsection (c) of this section shall not apply to a rural telephone company . . ." Section 251(f)(1)(A), emphasis added]. The obligations set forth in Section 251(a) of TA-96 apply to all telecommunications carriers, including all of the Rural ILECs. Included among the Section 251(a) obligations of the Rural ILECs is "the duty . . . to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers". TA-96, Section 251(a). The obligations set forth in Section 251(b) of TA-96 apply to all local exchange carriers, including all of the Rural ILECs. Included among the obligations of the Rural ILECs is "[t]he duty to establish reciprocal compensation arrangements for the transport and termination of

19. With regard to “local” Section 251(b)(5) traffic, Core has proposed that the parties pay reciprocal compensation to each other for the transport and termination of Section 251(b)(5) Traffic, as required by the FCC’s rules set forth in 51 C.F.R. §§701 *et seq.* (Subpart H—Reciprocal Compensation for Transport and Termination of Telecommunications Traffic). In sharp contrast, the RTCC insists that the parties exchange Section 251(b)(5) traffic at “bill-and-keep” rates — in essence, creating a reciprocal compensation rate of zero.

20. Similarly, Core maintains that the parties are also bound by the FCC’s *ISP Remand Order* in connection with intercarrier compensation for ISP-Bound Traffic. Since the RTCC has not “elected” to adopt the FCC’s pricing caps as set forth in paragraph 89 of the *ISP Remand Order*,¹⁴ the *ISP Remand Order* requires the RTCC to “exchange ISP-bound traffic at the state-approved or state-arbitrated reciprocal compensation rates reflected in their contracts.”¹⁵ Essentially, because the RTCC has not opted into the *ISP Remand Order*’s pricing plan, the RTCC remains subject to pay the same reciprocal compensation rates for ISP-Bound Traffic that the RTCC receives in

telecommunications.” TA-96, Section 251(b)(5). The compulsory arbitration process established by Section 252(b) and (c) applies to “a request for interconnection, services, or network elements pursuant to section 251”. TA-96, Section 252(a)(1), emphasis added. Consequently, despite the Rural ILECs’ Section 251(f)(1) exemption, if they do not reach a voluntary agreement with Celco [Verizon Wireless] they are subject to compulsory arbitration as to the issues of indirect interconnection under Section 251(a) and reciprocal compensation under Section 251(b)(5), among other issues. Keeping in mind “the relief sought by Celco [Verizon Wireless]” as including compulsory arbitration of an interconnection agreement between Celco [Verizon Wireless] and the Rural ILECs pursuant to Section 252(b) of TA-96, the Section 251(f)(1) exemption is not so much irrelevant as it is inapplicable.

(I.D. at 11).

¹⁴ *ISP Remand Order*. at ¶89.

¹⁵ *Id.*

connection with other non-access traffic—for example, wireless traffic.¹⁶ As with local traffic, the RTCC insists that the parties must exchange ISP-Bound Traffic at “bill-and-keep” rates —again creating an intercarrier compensation rate of zero

21. The RTCC’s refusal to acknowledge that reciprocal compensation is payable for all traffic except interstate or interexchange access traffic is contrary to Section 251(b)(5) of the Act and FCC rules implementing Section 251(b)(5). The RTCC’s refusal to acknowledge that intercarrier compensation for ISP-bound traffic is payable is contrary to the *ISP Remand Order*¹⁷.

22. Section 251(c)(1) of the Act provides that ILECs have a “duty to negotiate in good faith..... the particular terms and conditions of (interconnection) agreements to fulfill the duties described in paragraphs (1) through (5) of subsection (b) and this subsection.” The Act further provides that a refusal to negotiate constitutes a violation of this duty. Section 252 (b) of the Act states: “Refusal to Negotiate. The Refusal of any other party to the negotiation to participate further in the negotiations shall be considered a failure to negotiate in good faith.”

23. Similarly, Rule 51.301 identifies two types of conduct that, by definition, constitute violations of the duty to negotiate in good faith.¹⁸ This rule states that a carrier violates the duty by “intentionally obstructing or delaying negotiations or resolutions of disputes.”¹⁹

24. The RTCC’s continued refusal to agree to interconnection terms and conditions

¹⁶ Opinion and Order, Joint *Petition of Nextlink Pennsylvania, Inc. et al.*, PAPUC Docket Nos. P-00991648 and P-00991649

¹⁷ Order on Remand and Report and Order, *In the Matter of the Implementation of the Local Competition Provisions in the Telecommunications Act of 1996—Intercarrier Compensation for ISP-Bound Traffic*, CC Docket No. 96-98, at ¶36 (Rel. April 27, 2001)(“*ISP Remand Order*”).

¹⁸ 47 C.F.R. 51.301(c)

¹⁹ 47 C.F.R. 51.301(c)(8)

that are mandated by applicable law and regulations has resulted in the interconnection negotiations being completely stalled. In essence, the RTCC's refusal to acknowledge the effect of controlling law on basic interconnection terms and conditions is the central cause of the breakdown in these negotiations, and should not be considered negotiating in "good faith."²⁰

25. The FCC has emphasized that "aggressive enforcement" by state commissions of the duty to negotiate in good faith is essential to ensure that "arbitrations that result in completed interconnection agreements that will afford consumers a choice of service providers over the long term."²¹ Accordingly, the FCC has directed state commissions "to enforce vigorously all carriers' duty to negotiate in good faith."²² Noting that this duty is "a vital component of the Act", at least one state commission has authorized a party to a negotiation to request sanctions if it believes that another party is obstructing the negotiation process.²³

26. To carry out the FCC's directive, the Commission should immediately order the RTCC to accept those terms and conditions presented by Core that are mandated by applicable law and regulations, including, at a minimum, Core's proposals with respect to

²⁰ See also, Petition of Celco Partnership d/b/a Verizon Wireless et al, Docket Nos. P-00021995 - P-00022001, P-00022005 - P-000220015, (Opinion and Order entered January 18, 2005) at page 21, where the Pennsylvania Public Utility Commission stated: "...we conclude that the Rural ILECs' interpretation of their legal responsibilities under TA96 §§ 251 and 252, that they are not subject to compulsory and binding arbitration of unresolved issues that may arise in the course of negotiations with Verizon Wireless, would constitute a violation of the general obligation of incumbent local exchange carriers to engage in good faith negotiations. See 47 C.F.R. § 51.301(c)(6).²⁰ We would agree with the statements of Nextel that, at this juncture, the lack of binding arbitration on unresolved issues could result in an open-ended process which would run counter to the goals of TA96...."

²¹ *MCI Preemption Order*, paragraph 35.

²² *Id.*, at paragraph 29

²³ Order, *Implementation of Mediation and Arbitration Provisions of the Federal Telecommunications Act of 1996*, Case No. 96-463-TP-UNC, 1996 Ohio PUC Lexis 434, at 13-14 (Ohio P.S.C. July 18, 1996).

implementation of reciprocal compensation and intercarrier compensation.²⁴ Such an order would not only give meaning to the requirement to negotiate in good faith, it would also eliminate the primary disputes between the parties, clearing the way for a negotiated resolution of other, less significant disputed issues.

Expeditious Resolution of Disputed Issues

27. Core respectfully requests that the Commission address and resolve these issues on an expedited basis. Failing to do so would reward the RTCC's delaying and obstructive behavior while unnecessarily preventing Core from providing competitive services to Pennsylvania customers.

28. In furtherance of its request for resolution on an expedited basis, Core is submitting all potentially relevant documents as required by Section 252 (b)(2), including relevant correspondence between the parties and relevant drafts of the proposed Interconnection Agreements.

Relief Requested

WHEREFORE, Core requests that the Commission commence an arbitration pursuant to Section 252 of the Act to resolve the issues raised by Core in the Statement of Disputed Issues attached hereto as Appendix 2, and enter an order requiring the RTCC companies to accept all terms and conditions proposed by Core that are mandated by applicable law and regulations, including, at a minimum, Core's proposals with respect to implementation of reciprocal compensation and intercarrier compensation. Alternatively, Core requests that the Commission resolve each of the disputed issues listed in the attached Statement of Disputed Issues (Appendix 2) in an expedited proceeding and order

²⁴ Appendix 2 sets forth the List of Disputed Issues in detail

the RTCC to incorporate Core 's positions in the interconnection agreement that is ultimately executed by the parties.

Respectfully Submitted,

Core Communications, Inc.

BY Renardo L. Hicks

Renardo L. Hicks

Attorney ID No 40404

Michael A. Guin,

Attorney ID No. 78625

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FOR:

CORE COMMUNICATIONS, INC.

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of January, 2006 copies of the foregoing document have been served, via hand delivery, upon the persons listed below in accordance with the requirements of 52 Pa Code Sections 1.54 and 1.55 of the Commission's rules.

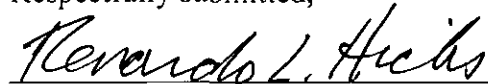
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APPENDIX 1

[AMENDED, EXTENDED AND RESTATED] AGREEMENT

by and between

Core Communications, Inc.

and

RLEC Acronym TXT

FOR THE COMMONWEALTH OF

PENNSYLVANIA

RECEIVED

JAN 25 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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[AMENDED, EXTENDED AND RESTATED] AGREEMENT

PREFACE

This Agreement shall be deemed effective as of ***Date*** (the "Effective Date"), between Core Communications, Inc. ("Core"), a corporation organized under the laws of the District of Columbia, with offices at 209 West Street, Suite 302, Annapolis, MD 21401 and ***RLEC Acronym TXT***, a corporation organized under the laws of the _____ of _____ with offices at _____ and Core may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, ***RLEC Acronym TXT*** and Core hereby agree as follows:

1. The Agreement

a. This Agreement includes: (a) the Principal Document and, (b) an Order by a Party that has been accepted by the other Party.

b. Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 0.

c. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties' prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement Except as otherwise provisioned in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

2. Term and Termination

This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until ***Date CO*** (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

a. Either Core or ***RLEC Acronym TXT*** may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

b. If either Core or ***RLEC Acronym TXT*** provides notice of termination and on or before the proposed date of termination either Core or ***RLEC Acronym TXT*** has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 0), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Core and ***RLEC Acronym TXT***; or, (b) the date one (1) year after the proposed date of termination.

c. If either Core or ***RLEC Acronym TXT*** provides notice of termination and by 11:59 PM Eastern Time on the proposed date of termination neither Core nor ***RLEC Acronym TXT*** has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

3. Attachments

The following Attachments are a part of this Agreement:

Interconnection Attachment

Pricing Attachment

4. Applicable Law

The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of [State], without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

a. Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

b. Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

c. If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

d. If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or

otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 0 of this Agreement.

5. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 0 shall be void and ineffective and constitute default of this Agreement.

6. Authorization

a. ***RLEC Acronym TXT*** represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the ***Incorporation State-Commonwealth TXT*** of ***Incorporation State TXT*** and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

b. Core represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the ***CLEC Incorporation State-Commonwealth TXT*** of ***CLEC State of Incorporation MC***, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

c. Core Certification.

Notwithstanding any other provision of this Agreement, ***RLEC Acronym TXT*** shall have no obligation to perform under this Agreement until such time as Core has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in [State]. Core shall not place any orders under this Agreement until it has obtained such authorization. Core shall provide proof of such authorization to ***RLEC Acronym TXT*** upon request.

7. Billing and Payment; Disputed Amounts

a. Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.

b. Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 11, *Dispute Resolution*.

c. Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by

the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

d. Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

8. Confidentiality

a. As used in this Section, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

- i. Books, records, documents and other information disclosed in any audit;
- ii. Any forecasting information provided pursuant to this Agreement;
- iii. Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
- iv. information related to specific facilities or equipment (including, but not limited to, cable and pair information);
- v. any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and
- vi. any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential or "Proprietary".

b. Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information.

c. Except as otherwise provided in this Agreement, the Receiving Party shall:

- i. use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and
- ii. using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the

Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 0 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section.

iii. The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.

d. Unless otherwise agreed, the obligations of this Section do not apply to information that:

i. was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;

ii. is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;

iii. is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;

iv. is independently developed by the Receiving Party;

v. is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or

vi. is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

e. Notwithstanding the provisions of this Section, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

f. The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

g. The provisions of this Section shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.

h. Each Party's obligations under this Section shall survive expiration, cancellation or termination of this Agreement.

9. Counterparts

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

10. Default

If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 0 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, upon obtaining the express approval of the Commission, FCC, or court of competent jurisdiction, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

11. Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations. If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

12. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

13. Headings

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

14. Indemnification

Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the

directors, officers, employees, Agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

a. Indemnification Process.

i. As used in this Section 0, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 0.

ii. An Indemnifying Party's obligations under this Section shall be conditioned upon the following:

A. The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.

B. If the Indemnified Person fails to comply with this Section with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

iii. Subject to the provisions below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

A. With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

B. In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

b. The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.

c. The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

d. Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

e. Each Party's obligations under this Section 0 shall survive expiration, cancellation or termination of this Agreement.

15. Intellectual Property

Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. *Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.*

Except as stated in Section 14, 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 Party or its Affiliates or Customers based on or arising from any *Third Party Claim* alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. *Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.*

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

16. Joint Work Product

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

17. Law Enforcement

Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

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

18. Network Management

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

Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and taken other actions, if any, required by Applicable Law; and,

Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

19. Non-Exclusive Remedies

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

20. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

21. Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

- a. shall be in writing;
- b. shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and
- c. shall be delivered to the following addresses of the Parties:

To Core:

Christopher Van de Verg
General Counsel
Core Communications, Inc.
209 West Street
Suite 302
Annapolis, MD 21401

To ***RLEC Acronym TXT***:

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 PM. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

22. Ordering and Maintenance

Core shall use ***RLEC Acronym TXT***'s electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If ***RLEC Acronym TXT*** has not yet deployed an electronic capability for Core to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by ***RLEC Acronym TXT***, Core shall use such other processes as ***RLEC Acronym TXT*** has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission).

23. Performance Standards

a. ***RLEC Acronym TXT*** shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.

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

24. Predecessor Agreements

Except as stated in Section 0 or as otherwise agreed in writing by the Parties:

a. Any prior interconnection or resale agreement between the Parties for the State of [State] pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby amended, extended and restated; and

i. any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of [State] pursuant to Section 252 of the Act and in effect prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.

b. Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.

c. If either Party elects to cancel the commitment pursuant to the proviso in this Section, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

25. Publicity and Use of Trademarks or Service Marks

A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

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

26. References

All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.

Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including ***RLEC Acronym TXT*** or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

27. Relationship of the Parties

CORE COMMUNICATIONS, INC. DRAFT ICA PROPOSAL v. 1.0 (August 29, 2005)

--Draft Document for Discussion Purposes Only--

The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

a. Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

b. Except for provisions herein expressly authorizing a Party to act for another Party, 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, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

c. Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

d. 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.

e. The relationship of the Parties under this Agreement is a non-exclusive relationship.

28. Reservation of Rights

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (e) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

29. Subcontractors

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

30. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

31. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

32. Territory

This Agreement applies to the territory in which ***RLEC Acronym TXT*** operates as an Incumbent Local Exchange Carrier in the State of [State]. ***RLEC Acronym TXT*** shall be obligated to provide Services under this Agreement only within this territory.

33. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

34. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

35. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

36. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

SIGNATURE PAGE

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

Core Communications, Inc.

RLEC Acronym TXT Company Full Name
2***

By:

By:

Printed: Bret L. Mingo

Printed: ***RLEC Acronym TXT*** Signing Party's
Name MC***

Title: President

Title: ***RLEC Acronym TXT*** Signing Party's Title
MC***

INTERCONNECTION ATTACHMENT

1. General

Each Party shall provide interconnection to the other Party, in accordance with this Agreement, and in accordance with the standards and requirements governing interconnection set forth in 47 U.S.C. §251, FCC implementing regulations, and state law governing interconnection, at (i) any *technically feasible Point(s) of Interconnection and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement*, for the transmission and routing of Telephone Exchange Service and Exchange Access.

2. Points of Interconnection

Each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection selected by Core.

3. Physical Architecture

a. Core shall have the sole right and discretion to specify any of the following methods for interconnection at any of the Point(s) of Interconnection which are established pursuant to this agreement for the delivery of traffic to *****RLEC Acronym TXT*****:

i. a collocation facility established by Core at a *****RLEC Acronym TXT***** central office or tandem office where the Point of Interconnection is located, in which case Core shall pay *****RLEC Acronym TXT***** applicable collocation charges as set forth in the Collocation Attachment;

ii. a collocation facility established by a third-party, with whom Core has contracted, at a *****RLEC Acronym TXT***** central office or tandem office where the Point of Interconnection is located, in which case such third-party (and not Core) shall pay *****RLEC Acronym TXT***** (any) applicable collocation charges; and/or

iii. an Entrance Facility and transport (where applicable) leased from *****RLEC Acronym TXT***** as specified in the Pricing Attachment.

b. *****RLEC Acronym TXT***** shall have the sole right and discretion to specify any of the following methods for interconnection at any of the Point(s) of Interconnection which are established pursuant to this agreement for the delivery of traffic to Core:

i. a collocation facility established by *****RLEC Acronym TXT***** at a Core central office or tandem office where the Point of Interconnection is located, in which case *****RLEC Acronym TXT***** shall pay Core applicable collocation charges as set forth in the Collocation Attachment;

ii. a collocation facility established by a third-party, with whom *****RLEC Acronym TXT***** has contracted, at a Core central office or tandem office where the Point of Interconnection is located, in which case such third-party (and not *****RLEC Acronym TXT*****) shall pay Core (any) applicable collocation charges; and/or

iii. an Entrance Facility and transport (where applicable) leased from Core as specified in the Pricing Attachment.

c. Trunk Types.

In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

- i. Interconnection Trunks for the transmission and routing of Section 251(b)(5) Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic, and, ISP-Bound Traffic;
- ii. Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Core Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a ***RLEC Acronym TXT*** access; and
- iii. Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.
- iv. Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks).

d. In accordance with the terms of this Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).

e. One-Way Interconnection Trunks.

i. Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Core to ***RLEC Acronym TXT***, Core, at Core's own expense, shall:

A. provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection; and/or

B. obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection(a) from a third-party, or, (b) if ***RLEC Acronym TXT*** offers such transport pursuant to this Agreement or an applicable ***RLEC Acronym TXT*** Tariff, from ***RLEC Acronym TXT***.

ii. Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from ***RLEC Acronym TXT*** to Core, ***RLEC Acronym TXT***, at ***RLEC Acronym TXT***'s own expense, shall:

A. provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection; and/or

B. obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection(a) from a third-party, or, (b) if Core offers such transport pursuant to this Agreement or an applicable Core Tariff, from Core.

f. Two-Way Interconnection Trunks.

The Parties do not currently use Two-Way Interconnection Trunks. The Parties may, by mutual agreement, establish terms and conditions to govern Two-Way Interconnection Trunks.

4. Alternative Interconnection Arrangements

In addition to the foregoing methods of interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Fiber Meet arrangement.

5. **Initiating Interconnection**

If Core determines to offer Telephone Exchange Services and to interconnect with ***RLEC Acronym TXT*** in any LATA in which ***RLEC Acronym TXT*** also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, Core shall provide written notice to ***RLEC Acronym TXT*** of the need to establish Interconnection in such LATA pursuant to this Agreement. The notice provided shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection of Core's choosing to be established in the relevant LATA in accordance with this Agreement; and (c) Core's intended Interconnection activation date.; Core shall have the sole right to specify any technically feasible Point(s) of Interconnection. Core may specify more than one technically feasible Point(s) of Interconnection in any LATA.

6. **Transmission and Routing of Telephone Exchange Service Traffic**

a. Trunk Group Connections and Ordering.

i. Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.

ii. Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk-engineering techniques for trunks subject to this Attachment.

b. Switching System Hierarchy and Trunking Requirements.

For purposes of routing Core traffic to ***RLEC Acronym TXT***, the subtending arrangements between ***RLEC Acronym TXT*** Tandem Switches and ***RLEC Acronym TXT*** End Office Switches shall be the same as the Tandem/End Office subtending arrangements ***RLEC Acronym TXT*** maintains for the routing of its own or other carriers' traffic (i.e., traffic will be routed to the appropriate ***RLEC Acronym TXT*** Tandem subtended by the terminating End Office serving the ***RLEC Acronym TXT*** Customer). For purposes of routing ***RLEC Acronym TXT*** traffic to Core, the subtending arrangements between Core Tandem Switches and Core End Office Switches shall be the same as the Tandem/End Office subtending arrangements that Core maintains for the routing of its own or other carriers' traffic.

c. Signaling.

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in the Unbundled Network Element Attachment or applicable access tariff.

d. Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 0 of this Attachment.

7. **Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act**

Section 251(b)(5) Traffic.

Section 251(b)(5) Traffic means (1) telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, or exchange services for such access (see FCC Order on Remand, 34, 36, 39, 42-43); and/or (2) telecommunications traffic exchanged by a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47 CFR § 24.202(a). The Parties shall exchange Section 251(b)(5) Traffic at the technically feasible Point(s) of Interconnection in a LATA designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment.

9. Transmission and Routing of Exchange Access Traffic

Access Toll Connecting Trunk Group Architecture.

If Core chooses to subtend a ***RLEC Acronym TXT*** access Tandem, Core's NPA/NXX must be assigned by Core to subtend the same ***RLEC Acronym TXT*** access Tandem that a ***RLEC Acronym TXT*** NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.

a. Core shall establish Access Toll Connecting Trunks pursuant to the same terms and conditions, including pricing, as are applicable to Interconnection Trunks.

b. The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office Core utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) ***RLEC Acronym TXT*** utilizes to provide Exchange Access in such LATA.

c. Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Core's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a ***RLEC Acronym TXT*** access Tandem.

12. Meet-Point Billing Arrangements

Core and ***RLEC Acronym TXT*** will establish Meet-Point Billing (MPB) arrangements in order to provide a common transport option to Switched Exchange Access Services customers via a ***RLEC Acronym TXT*** access Tandem Switch in accordance with the Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in ***RLEC Acronym TXT***'s applicable Tariffs. The arrangements described in this Section are intended to be used to provide Switched Exchange Access Service where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by ***RLEC Acronym TXT***.

a. In each LATA, the Parties shall establish MPB arrangements for the applicable Core Routing Point/***RLEC Acronym TXT*** Serving Wire Center combinations.

b. Interconnection for the MPB arrangement shall occur at each of the ***RLEC Acronym TXT*** access Tandems in the LATA, unless otherwise agreed to by the Parties.

c. Core and ***RLEC Acronym TXT*** will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

d. In general, there are four alternative Meet-Point Billing arrangements possible, which are: *Single Bill/Single Tariff*, *Multiple Bill/Single Tariff*, *Multiple Bill/Multiple Tariff*, and *Single Bill/Multiple Tariff*, as outlined in the OBF MECAB Guidelines.

i. Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement the *Single Bill/Multiple Tariff* or *Single Bill/Single Tariff* option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.

e. The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each Core Routing Point/***RLEC Acronym TXT*** Serving Wire Center combination, the MPB billing percentages for transport between the Core Routing Point and the ***RLEC Acronym TXT*** Serving Wire Center shall be calculated in accordance with the formula set forth in Section 0 of this Attachment.

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

g. ***RLEC Acronym TXT*** shall provide Core with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the ***RLEC Acronym TXT*** access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.

h. Core shall provide ***RLEC Acronym TXT*** with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.

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

To Core:

Usage Data

Core Communications, Inc.

1010C Industrial Drive

Annapolis, MD 21401

For ***RLEC Acronym TXT***:

Either Party may change its address for receiving usage data by notifying the other Party in writing.

j. Core and ***RLEC Acronym TXT*** shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number ("OCN"), as appropriate, for the MPB arrangements described in this Section 0. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

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

l. Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

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

n. MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.

o. In the event Core determines to offer Telephone Exchange Services in a LATA in which ***RLEC Acronym TXT*** operates an access Tandem Switch, ***RLEC Acronym TXT*** shall permit and enable Core to subtenant the ***RLEC Acronym TXT*** access Tandem Switch(es) designated for the ***RLEC Acronym TXT*** End Offices in the area where there are located Core Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed.

p. Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/***RLEC Acronym TXT*** Serving Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:

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

and

$$b / (a + b) = \text{***RLEC Acronym TXT*** Billing Percentage}$$

where:

a = the airline mileage between Core Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the ***RLEC Acronym TXT*** Serving Wire Center and the actual point of interconnection for the MPB arrangement.

q. Core shall inform ***RLEC Acronym TXT*** of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of Core's delivery of notice to ***RLEC Acronym TXT***, ***RLEC Acronym TXT*** and Core shall confirm the Routing Point/***RLEC Acronym TXT*** Serving Wire Center combination and billing percentages.

13. Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/877/888)("8YY") calls to the other Party. For the purposes of this Section, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, all Core originating "untranslated" 8YY traffic will be routed over a separate One-Way Trunk group.

- a. When Core delivers translated 8YY calls to ***RLEC Acronym TXT*** for completion to an IXC, Core shall:
 - i. provide an appropriate EMI record to ***RLEC Acronym TXT*** for processing and Meet Point Billing in accordance with Section 0 of this Attachment; and
 - ii. bill the IXC the Core query charge associated with the call.
- b. When Core delivers translated 8YY calls to ***RLEC Acronym TXT*** or another LEC that is a toll free service access code service provider in the LATA, Core shall:
 - i. provide an appropriate EMI record to the toll free service access code service provider; and
 - ii. bill to the toll free service access code service provider the Core's Tariffed Feature Group D ("FGD") Switched Exchange Access or Reciprocal Compensation rates, as applicable, and the Core query charge; and
 - iii. ***RLEC Acronym TXT*** shall bill applicable Tandem Transit Service charges and associated passthrough charges to Core.
- c. When ***RLEC Acronym TXT*** performs the query and delivers translated 8YY calls, originated by ***RLEC Acronym TXT***'s or another LEC's Customer to Core in its capacity as a toll free service access code service provider, ***RLEC Acronym TXT*** shall:
 - i. bill Core the ***RLEC Acronym TXT*** query charge associated with the call as specified in the Pricing Attachment; and
 - ii. provide an appropriate EMI record to Core; and
 - iii. bill Core ***RLEC Acronym TXT***'s Tariffed FGD Switched Exchange Access or Reciprocal Compensation rates as applicable.
- d. When Core delivers untranslated 8YY calls to ***RLEC Acronym TXT*** for completion to an IXC, ***RLEC Acronym TXT*** shall:
 - i. query the call and route the call to the appropriate IXC; and
 - ii. provide an appropriate EMI record to Core to facilitate billing to the IXC; and
 - iii. bill the IXC the ***RLEC Acronym TXT*** query charge associated with the call and any other applicable ***RLEC Acronym TXT*** charges.

- e. When Core delivers untranslated 8YY calls to ***RLEC Acronym TXT*** or another LEC that is a toll free service access code service provider in the LATA, ***RLEC Acronym TXT*** shall:
 - i. query the call and route the call to the appropriate LEC toll free service access code service provider; and
 - ii. provide an appropriate EMI record to Core; to facilitate billing to the LEC toll free service access code service provider; and
 - iii. bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable ***RLEC Acronym TXT*** charges.
- f. ***RLEC Acronym TXT*** will not direct untranslated toll free service access code call to Core.

14. Tandem Transit Traffic

As used in this Section, *Tandem Transit Traffic* is Telephone Exchange Service traffic that originates on Core's network, and is transported through a ***RLEC Acronym TXT*** Tandem to the Central Office of a CLEC, ILEC other than ***RLEC Acronym TXT***, Commercial Mobile Radio Service (CMRS) carrier, or other LEC, that subtends the relevant ***RLEC Acronym TXT*** Tandem to which Core delivers such traffic. Neither the originating nor terminating customer is a Customer of ***RLEC Acronym TXT***. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

- a. Tandem Transit Traffic Service provides Core with the transport of Tandem Transit Traffic as provided below.
- b. Tandem Transit Traffic may be routed over the Interconnection Trunks described in this Attachment. Core shall pay ***RLEC Acronym TXT*** for Transit Service that Core originates at the rate specified in the Pricing Attachment.
- c. If or when a third party carrier's Central Office subtends a Core Central Office, then Core shall offer to ***RLEC Acronym TXT*** a service arrangement equivalent to or the same as Tandem Transit Service provided by ***RLEC Acronym TXT*** to Core as defined in this Section 0 such that ***RLEC Acronym TXT*** may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a Core Central Office ("Reciprocal Tandem Transit Service"). Core shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 0.
- d. Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

15. Number Resources, Rate Center Areas and Routing Points

- a. Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.
- b. Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Core's choices regarding the size of the local calling area(s) that Core may establish for its

Customers, which local calling areas may be larger than, smaller than, or identical to ***RLEC Acronym TXT***'s local calling areas.

16. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

Joint Network Implementation and Grooming Process.

a. Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia:

i. standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within ***RLEC Acronym TXT***'s network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01.

ii. the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

iii. disaster recovery provision escalations;

iv. additional technically feasible Point(s) of Interconnection on ***RLEC Acronym TXT***'s network in a LATA as provided in Section 0 of this Attachment; and

v. such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

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

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

PRICING ATTACHMENT

1. General

- a. As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- b. Charges for Services shall be as stated in Appendix A of this Pricing Attachment.

2. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT

CORE COMMUNICATIONS, INC. and ***RLEC Acronym TXT***
V1.4

A. INTERCONNECTION¹

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
I. Reciprocal Compensation Traffic Termination		
Reciprocal Compensation Traffic End Office Rate	\$.001723/MOU	Not Applicable
Reciprocal Compensation Traffic Tandem Rate	\$.002814/MOU	Not Applicable
II. Entrance Facilities and Transport for Interconnection Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, or other Point of Interconnection		
DS-1 Entrance Facility	\$155.68/Month	Installation – Initial: \$676.43 Additional: \$335.87
DS-3 Entrance Facility	\$975.90/Month	Installation – Initial: \$676.43 Additional: \$335.87

¹ All rates and charges specified herein: (1) pertain to services provided pursuant to the Interconnection Attachment; (2) are based on the current PAPUC rates applicable to Verizon Pennsylvania, Inc.'s wholesale/CLEC offerings; and (3) shall change from time to time to reflect changes directed by the PAPUC. Each rate or charge shall apply on a reciprocal basis to services provided by either party to the other party.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
III. Exchange Access Service		
Interstate	Per Parties' respective FCC exchange access Tariffs.	
Intrastate	Per Parties' respective PAPUC exchange access Tariff.	
IV. End Point Fiber Meet	TBD	
V. Tandem Transit arrangements for Reciprocal Compensation Traffic between ***CLEC Acronym TXT*** and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable to Toll Traffic or when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)		Separate trunks required for IXC subtending trunks
Tandem Transit Switching	\$.000795/MOU	Not Applicable
Tandem-Switched Transport	\$.000144/MOU \$.000003/MOU/Mile	Not Applicable

APPENDIX 2

STATEMENT OF DISPUTED ISSUES

Core Communications, Inc. (“Core”), pursuant to 47 U.S.C. § 252(b)(2)(A), hereby submits this Statement of Disputed Issues as Appendix 2 to its January 25, 2005 petition for arbitration of an interconnection agreement with RTCC. This statement tracks the order in which disputed language appears in Core’s December 26, 2005 redline markup of RTCC’s interconnection agreement proposal (the “Redlined Agreement”).¹

Preface

RECEIVED

1. **Scope (RTCC’s Preface, ¶¶3 & 4).**

JAN 25 2006

a. **Core’s Position.**

PA PUBLIC UTILITY COMMISSION
SECRETARY’S BUREAU

Core proposes that the scope of the agreement be defined to include the types of traffic associated with interconnection under section 251(c)(2) of the Act, i.e., “telephone exchange services” and “exchange access.” These terms are defined in the Act, giving the parties an objective baseline understanding of the traffic that is subject to the agreement. Roughly speaking, “telephone exchange services” corresponds to “local exchange services” and “exchange access” corresponds to “IXC service.” Further, Core’s proposed scope is significantly broader than the RTCC’s highly restrictive scope, which would include only “local traffic” as defined by RTCC. (See, Glossary of Terms Issue 4, below).

b. **RTCC’s Position.**

RTCC will not agree to a scope that includes “telephone exchange service and exchange access service.” RTCC states that it is exempt from Section 251(c), and, therefore, not subject to interconnection for the exchange of “telephone exchange services” and “exchange access” as set forth in section 251(c)(2). RTCC prefers to restrict the scope of

¹ The Redlined Agreement is attached hereto at Appendix 11.

the agreement to the exchange of “local traffic” as defined by RTCC (See, Glossary of Terms Issue 4, below).

Glossary of Terms

1. Enhanced Services/Information Services & Enhanced Services Provider/Information Services Provider (RTCC §§2.22 and 2.23).

a. Core’s Position.

Core proposes that the parties use the terms “Information Services” as set forth in section 153(20) of the Act, as well as the related term “Information Services Provider”, in lieu of the RTCC’s proposed “Enhanced Services” and “Enhanced Services Provider.” Core notes that the term “Information Services” as set forth in the Act, has entirely replaced and superceded the related, earlier term “Enhanced Services.” Using the current term should eliminate any unnecessary confusion as the agreement is implemented.

b. RTCC’s Position.

RTCC will not agree to Core’s proposed “Information Services” and “Information Services Provider.” Core is not aware of the grounds for RTCC’s objections.

2. ISP-Bound Traffic (RTCC’s §§2.30 and 2.31 and Core’s related proposed definitions).

a. Core’s Position.

Core proposes simply to define “ISP-Bound Traffic” as “traffic delivered by a local exchange carrier to an ISP.” Core’s definition is consistent with the *ISP Remand Order*, which never specifically defines this term, but which does discuss and describe ISP-

bound traffic in the same reasonable, ordinary, and colloquial manner as Core's proposal. Core objects to RTCC's definition, which attempts to impose certain limitations on ISP-bound traffic that are not contemplated in the *ISP Remand Order*.

b. RTCC's Position.

RTCC proposes a lengthy and complicated definition of "ISP-Bound Traffic" that is intended to exclude so called "VNXX" calls to ISPs. Further, Core understand RTCC to state that it is not bound by the *ISP Remand Order*.

3. Interconnection Point (RTCC § 2.33).

The parties' positions on this term are best discussed in the context of the parties' interconnection proposals. (See Interconnection Issue 2 below).

4. "Local Traffic" (RTCC's §2.39) and "Section 251(b)(5) Traffic" (Core's proposed definition).

a. Core's Position.

Consistent with industry standards and applicable law, Core proposes that traffic subject to reciprocal compensation under section 251(b)(5) of the Act be referred to as "Section 251(b)(5) Traffic. Core's definition reflects the FCC's rulings about how to classify traffic subject to reciprocal compensation, as discussed in the *ISP Remand Order*² and promulgated at 47 C.F.R. §51.701.

b. RTCC's Position.

² Order on Remand and Report and Order, *In the Matter of the Implementation of the Local Competition Provisions in the Telecommunications Act of 1996—Intercarrier Compensation for ISP-Bound Traffic*, CC Docket No. 96-98, at ¶36 (Rel. April 27, 2001)(*"ISP Remand Order"*).

RTCC proposes that traffic subject to reciprocal compensation be referred to as “Local Traffic.” RTCC further proposes that this class of traffic be restricted to “calls... originated... and terminate[d]... within [RTCC’s] local serving area as defined by the effective local exchange tariff(s) of [RTCC]...”

5. Signaling System 7 (RTCC §2.50).

The parties’ positions on this term are best discussed in the context of the parties’ interconnection proposals. (See Interconnection Issue 6 below).

General Terms and Conditions

1. Regulatory Approvals/Change of Law (RTCC’s §§3.2, 3.3 and 6.5).

a. Core’s Position.

Core agrees with RTCC’s proposed section 3.2, which states:

In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses Applicable Law and such changes to Applicable Law require that this Agreement be amended, either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect any pricing, terms and conditions required by any such Amended Rules.

In Core’s view, section 3.2 provides a fair and reasonable procedure for the parties to amend the agreement in order to account for changes in applicable law. Core objects to the RTCC’s unnecessary additional proposals (sections 3.3 and 6.5), which would only

operate to supplant and hinder the operation of section 3.2. Section 3.3 would (quite unreasonably) permit either party to unilaterally terminate any service “that is not required by the Act or under controlling regulatory requirements.” Section 6.5 (which is similar to section 3.2) is not objectionable in and of itself, but its inclusion would cloud the applicability and effectiveness of section 3.2.

b. RTCC’s Position.

RTCC has agreed to review these three sections with a view to resolving Core’s concerns. Core notes that RTCC is currently conferring internally on certain changes to its proposed sections 3.2, 3.3, and 6.5. Once finalized, Core will review and respond to RTCC’s proposals with a view to negotiating a resolution to this issue.

2. Term (RTCC’s §4.1)

a. Core’s Position.

Core proposes an initial term of four years, with the clarification that the agreement should remain effective thereafter, until a successor agreement is negotiated or arbitrated. Core believes a four year term would provide the parties with certainty for a reasonably lengthy period, without binding the parties to an outdated contractual vehicle for an unreasonably lengthy period. A four year term would also avoid the need for almost immediate renegotiation or arbitration, as would be the case under RTCC’s proposed one-year term. Core’s clarification on continuing effectiveness during negotiation or arbitration of a successor agreement is necessary to prevent an abrupt termination of the existing agreement before a successor agreement can be executed.

b. RTCC’s Position.

RTCC proposes a one-year term, with a proviso that the agreement will remain effective only for 180 days following the termination date, whether or not the parties have negotiated or arbitrated a successor agreement.

RTCC has agreed to review its position on post-term effectiveness with a view to resolving Core's concerns. Core notes that RTCC is currently conferring internally on certain changes to its proposed section 4, including section 4.1. Once finalized, Core will review and respond to RTCC's proposals with a view to negotiating a resolution to this issue.

3. Limitation of Liability (RTCC §27.5.5).

a. Core's Position.

While it agrees with almost all of RTCC's proposed section 27.5 ("Liability") as drafted, Core proposes to clarify that the parties are not insulated from liability for violations of sections 251, 252, 258 or 271 of the Act. In Core's view, the parties' agreement should not be used as a tool to escape liability from the seminal interconnection and related requirements set forth in the Act, and for which the Act specifically provides enforcement in the form of damages suits.

b. RTCC's Position.

RTCC opposes Core's exclusion for liability under the Act. Core understands RTCC to state that it is not even subject to section 251, so that it cannot be held liable for violations arising under that section.

Interconnection

1. Applicable Standards for Interconnection (Core’s §1.1).

a. Core’s Position.

Core believes the agreement should include a provision that simply references and binds the parties to all relevant law applicable to interconnection, including the Act, implementing orders and rules, and state law. Core also believes that RTCC’s standing rural exemption under section 251(f)(1) of the Act should be terminated for the limited purpose of permitting the interconnection standards set forth in section 251(c)(2) to apply to any direct interconnection between RTCC and Core. The section 251(c)(2) standards—including technical feasibility, equal in quality, and just, reasonable and nondiscriminatory rates, terms, and conditions standards—constitute the only available, substantive body of law and precedent relevant to facilities-based interconnection. Although direct and indirect interconnection is available under section 251(a) of the Act, there is little or no guidance on how the standards apply. Core also believes that RTCC’s adherence to the section 251(c)(2) standards would have little or no economic impact on RTCC under section 251(f)(1)(A). Unlike the unbundling obligations required under section 251(c)(3), rural carriers such as RTCC already interconnect directly with a variety of carriers. Should the Commission decide not to terminate the rural exemption for this limited purpose, however, Core requests that the Commission apply the same interconnection standards set forth in section 251(c)(2) pursuant to the additional statutory authority provided for direct and indirect interconnection under section 251(a).

b. RTCC’s Position.

RTCC opposes Core's provision on applicable law for interconnection. In addition, RTCC believes that it is entitled to all of the protections available under section 251(f)(1) of the Act.

2. Location of POI (RTCC's Interconnection §1 and Glossary §2.33) & Use of Dual IPs (Core's proposed language on page 29 of the Redlined Agreement).

a. Core's Position.

Instead of relying on the concept of one single point of interconnection ("POI") for the exchange of traffic, Core proposes dual interconnection points ("IP"). Under Core's proposal, each party designates an IP on its network at which the other party may deliver its originating traffic. Core's proposal recognizes that applicable FCC rules require each party to bear the cost to deliver its originating interconnection traffic to the switch location of the other party. The designation of a single POI may serve to mask this duty, by implying that Core must bear the cost of bringing RTCC's originating traffic from RTCC's switch (which RTCC defines as the POI) to Core's switch. Core's proposal clarifies that each party must deliver its originating traffic to the IP designated by the other party.

Core also objects to RTCC's proposal that the parties designate a POI prior to execution of the agreement. Core is not prepared at this time to specify now the exact location at which it desires interconnection with RTCC when and if that interconnection should occur. Core is not aware of any reason for RTCC's position that the parties forego the flexibility to designate a POI at a later date.

b. RTCC's Position.

RTCC believes that Core should be required to bear all of the costs both (1) to deliver Core's originating traffic to RTCC at a POI at a RTCC switch; and (2) to pick up traffic originating on RTCC's network at a POI at a RTCC switch and bring that traffic back to Core's own switch. RTCC further proposes that the parties designate specific, actual POIs prior to the execution of the agreement.

3. Use of One-Way and Two-Way Trunks (RTCC's §§1.2, 2.2.1, 2.2.2, 2.4, and 3.1.2).

a. Core's Position.

Core proposes that the parties use one-way or two-way trunks, as may be appropriate using sound engineering principles. Core objects to RTCC's proposed restriction against one-way trunks as unnecessary and unreasonable. Core believes that RTCC's insistence on two-way trunks is a reflection of RTCC's position that Core is solely responsible for the costs of all trunking and related circuits—regardless of the directionality of the traffic flowing over those trunks. By limiting Core's options to two-way trunks, RTCC's proposal essentially requires Core to purchase all of the trunking used to exchange traffic, whether used to deliver Core's originating traffic to RTCC, or to bring RTCC's originating traffic to Core. Under Core's proposal, each party could separately order and use one-way trunks for the origination of its own end users' traffic to the other party, which would help to clarify the parties' respective trunking obligations.

b. RTCC's Position.

RTCC proposes that the parties be required to use two-way trunks only, and that Core be solely responsible to order and pay for two-way trunks.

4. Duty to Bear Cost of Indirect Interconnection (i.e., “Transit” Costs)

Associated with Originating Traffic to Other Party (RTCC’s §2.1.1.2 and 4.3).

a. Core’s Position.

Core believes that each party has a duty under applicable law to bear the costs associated with delivery of its originating interconnection traffic to an IP designated by the terminating party.³ In the context of indirect interconnection—in which the parties use a third party tandem provider to switch interconnection traffic between themselves—Core proposes that each party pay the so-called “transit” charges associated with its originating traffic and levied by the third party tandem provider.

b. RTCC’s Position.

RTCC proposes that Core be responsible for all transit charges, both (1) for traffic originating on Core’s network and (2) for traffic originating on RTCC’s network.

5. Duty to Bear Cost of Direct Interconnection Associated with Originating Traffic to Other Party (Core’s proposed language on pages 32-33 of the Redlined Agreement).

³ Applicable law includes: 47 CFR §51.703(b)(“A LEC may not assess charges on any other telecommunications carrier for telecommunications traffic that originates on the LEC’s network); and First Report and Order, *In the Matter of the Implementation of the Local Competition Provisions in the Telecommunications Act of 1996—Interconnection Between Local Exchange Carriers and Commercial Mobile Service Providers*, CC Docket No. 96-98, at ¶1062 (Rel. August 8, 1996)(“*Local Competition Order*”)(discussing originating carriers’ duty to pay for trunking associated with originating traffic). These rules have been discussed and interpreted extensively, for example in: Memorandum Opinion and Order, *In the Matter of TSR Wireless, LLC v. US West Communications*, 15 FCC Rcd 11166, 2000 FCC Lexis 3219, at **25-26 (Released: June 21, 2000); and: Opinion and Order, *Petition of Cellco Partnership d/b/a Verizon Wireless*, PAPUC Docket No. P-00021995 (et al.), at pages 24-25 (Order entered Jan. 18, 2005); and Order No. 79250, *In the Matter of the Petition of AT&T Communications*, MDPSC Case No. 8882, at 7-10 (July 7, 2004).

a. Core's Position.

Core believes that each party has a duty under applicable law to bear the costs associated with delivery of its originating interconnection traffic to an IP designated by the terminating party. In the context of direct interconnection—in which the parties utilize dedicated circuits to exchange interconnection traffic—Core proposes that each party pay the circuit and trunks costs (which costs are levied by the carrier providing the direct interconnection, whether RTCC, Core, or a third party) associated with its originating traffic.

b. RTCC's Position.

RTCC proposes that Core be responsible for all of the costs associated with direct interconnection, both (1) for traffic originating on Core's network and (2) for traffic originating on RTCC's network.

6. Use of Multi-Frequency (MF) Signaling (RTCC's Glossary §2.50 and Interconnection §§2.1.3, 2.3.3, and 4.2).

a. Core's Position.

Core proposed that the parties use MF signaling where SS7 signaling is not available. Core has used MF signaling in multiple interconnections with Verizon since 1999, which demonstrates that MF signaling is technically feasible, accurate, and reliable. In connection with the proposal to use MF signaling, Core proposes that the parties pass Automatic Number Identification ("ANI") data to one another over the interconnection trunks. In the MF technical standards, ANI is the functional equivalent of Calling Party

Number (CPN) in the SS7 standards. ANI and CPN are the data which permit parties to properly rate calls based on the NPA-NXX of the calling party.

b. RTCC's Position.

RTCC prefers to use SS7 signaling exclusively. Although RTCC initially agreed to examine Core's MF signaling proposal on the parties' initial January 3, 2005 call, RTCC rejected Core's proposal on the follow up call on January 13, 2005.

7. Physical Architecture (Core's proposed language on pages 32-33 of the Redlined Agreement).

Core proposed language to clarify that each party is entitled to choose from among three methods of direct interconnection: collocation with the other party, collocation with a third party, and use of entrance facilities (leased circuits). Core is not aware of any specific RTCC objection to this proposal. However, the issue remains open since RTCC has never officially accepted this proposal, either.

8. Loop Interconnection (Core's proposed language on page 33 of the Redlined Agreement).

Core proposed language to clarify that Core may interconnect with RTCC at a non-switch location, i.e., at a site where RTCC has substantial "outside plant" or "loop" facilities in place to serve high capacity end user customers. Core is not aware of any specific RTCC objection to this proposal. However, the issue remains open since RTCC has never officially accepted this proposal, either.

9. Reciprocal Compensation for “VNXX” Calls (RTCC’s Glossary §2.39 and Interconnection §§1.3, 1.4, 1.5, 5.2 and 5.3.4).

a. Core’s Position.

Consistent with industry standards, the Act, FCC rules and orders, and the Commission’s own investigation of VNXX-related compensation issues, Core’s position is that intraLATA traffic should be rated as Section 251(b)(5) Traffic or intraLATA toll traffic based on a comparison of the NPA-NXX of the calling and called parties. Core notes that there exists currently no alternative method for classifying calls for compensation purposes.

b. RTCC’s Position.

RTCC believes VNXX-type traffic should be subject to originating access charges, with the designation of traffic as local or intraLATA toll based on the actual geographic locations of the calling and called parties. Further, RTCC proposes that the parties should be prohibited from assigning numbers to end users on a VNXX basis. RTCC also proposes that its own tariffs (and not Core’s tariffs) should define local and toll traffic for intercarrier compensation purposes. Finally, RTCC proposes that calls using VOIP technology also be classified based on geographic locations for compensation purposes.

10. Reciprocal Compensation for “Local”/Section 251(b)(5) Traffic (RTCC’s §§5.1 and 5.2 and Core’s proposed language on page 35-44 of the Redlined Agreement).

a. Core’s Position.

Core proposes that the parties pay reciprocal compensation to each other for the transport and termination of Section 251(b)(5) Traffic, as required by the FCC’s rules set forth in 51 C.F.R. §§701 *et seq.* (Subpart H—Reciprocal Compensation for Transport and Termination of Telecommunications Traffic).

b. RTCC’s Position.

RTCC proposes that the parties exchange Section 251(b)(5) Traffic (which RTCC defines as “Local Traffic”) at “bill-and-keep”—in essence, a reciprocal compensation rate of zero.

11. Intercarrier Compensation for ISP-Bound Traffic (RTCC’s §5.3 and Core’s proposed language on pages 35-36 of the Redlined Agreement)

a. Core’s Position.

Core believes that the parties are bound by the FCC’s *ISP Remand Order* in connection with intercarrier compensation for ISP-Bound Traffic. Core understands that RTCC has not “elected” to adopt the FCC’s pricing caps as set forth in paragraph 89 of the *ISP Remand Order*.⁴ Accordingly, the *ISP Remand Order* requires RTCC to “exchange ISP-bound traffic at the state-approved or state-arbitrated reciprocal compensation rates reflected in their contracts.”⁵ In essence, because RTCC has not opted into the *ISP Remand Order*’s pricing plan, RTCC remains subject to pay the same reciprocal compensation rates for ISP-Bound Traffic that RTCC receives in connection with other non-access traffic—for example, wireless traffic.⁶

⁴ *ISP Remand Order*., at ¶89.

⁵ *Id.*

⁶ Opinion and Order, *Joint Petition of Nextlink Pennsylvania, Inc. et al.*, PAPUC Docket Nos. P-00991648 and P-00991649

b. RTCC's Position.

RTCC proposes that the parties exchange ISP-Bound Traffic at “bill-and-keep”—in essence, an intercarrier compensation rate of zero. Core understands RTCC to state that it is not bound by the *ISP Remand Order*.

12. Number Portability (RTCC's §10).

a. Core's Position.

Core proposes a brief provision that simply binds the parties to “rules and regulations as prescribed from time to time by the FCC.” Core believes that the rules governing LNP are set forth fully in FCC's relevant rules and orders. RTCC's extensive proposals on *local number portability (“LNP”)* would only serve to make LNP subject to unnecessary and inefficient requirements, as well as open up the possibility for disputes between the parties.

b. RTCC's Position.

RTCC believes its proposals are necessary.

Pricing Appendix

1. Porting Charges.

a. Core's Position.

Core objects to RTCC's proposal to charge Core for each number Core ports away from RTCC. It is Core's understanding that LNP charges are recovered through end-user surcharges, not intercarrier payments.

b. RTCC's Position.

RTCC proposes that Core pay RTCC various charges in connection with porting requests.

2. Reciprocal Compensation & Entrance Facilities for Interconnection

a. Core's Position.

Core proposes that the rates applicable to reciprocal compensation and "entrance facility" circuits (i.e., circuits used to transport interconnection traffic from one party's switch to the other party's switch) should be priced based on TELRIC principles. In the absence of a TELRIC study for RTCC, Core proposes that the parties use Verizon Pennsylvania Inc.'s TELRIC rates for these elements as established by the Commission, and as modified from time to time by the Commission.

b. RTCC's Position.

RTCC proposes bill-and-keep (i.e. a rate of zero) for transport and termination of interconnection traffic. RTCC proposes that Core purchase interconnection circuits out of RTCC's end user special access tariffs.

APPENDIX 3

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 17, 2005

RECEIVED

JAN 25 2006

By Federal Express 2Day

Attn: Barbara DiRenzo
Armstrong Telephone Co. North
1 Armstrong Place
Butler, PA 16001

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Request for Negotiations of an Interconnection Agreement

Dear Ms. DiRenzo:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Armstrong Telephone Co. North promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Armstrong Telephone Co. North's duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

CORE COMMUNICATIONS, INC.

209 West Street

Suite 302

Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 17, 2005

By Federal Express 2Day

Attn: Barbara DiRenzo
Armstrong Telephone Co. of PA
1 Armstrong Place
Butler, PA 16001

Re: Request for Negotiations of an Interconnection Agreement

Dear Ms. DiRenzo:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Armstrong Telephone Co. of PA promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Armstrong Telephone Co. of PA's duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 17, 2005

By Federal Express 2Day

Attn: Thomas Morell
Buffalo Valley Telephone Co.
P.O. Box 458
140 East Main Street
Ephrata, PA 17522

Re: Request for Negotiations of an Interconnection Agreement

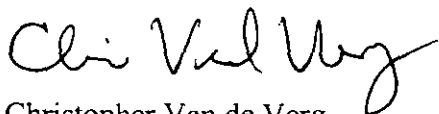
Dear Mr. Morell:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Buffalo Valley Telephone Co. promptly join Core in good faith negotiations to establish an *interconnection agreement*. This agreement should incorporate the particular terms and conditions that fulfill Buffalo Valley Telephone Co.'s duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 17, 2005

By Federal Express 2Day

Attn: Marvin Hendrix
Conestoga Tel. & Telegraph Co.
202 E. First Street
Birdsboro, PA 19508

Re: Request for Negotiations of an Interconnection Agreement

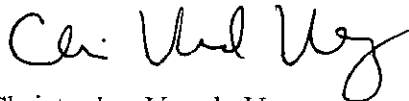
Dear Mr. Hendrix:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Conestoga Telephone & Telegraph Co. promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Conestoga Telephone & Telegraph Co.'s duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 17, 2005

By Federal Express 2Day

Attn: Thomas Morell
Denver & Ephrata Telephone & Telegraph
Box 458
130 E. Main St.
Ephrata, PA 17522-0458

Re: Request for Negotiations of an Interconnection Agreement


Dear Mr. Morrell:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Denver & Ephrata Telephone & Telegraph promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Denver & Ephrata Telephone & Telegraph's duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 19, 2005

By Certified Mail

Attn: Lew Martin
Hancock Telephone Co.
P.O. Box 608
34 Read Street
Hancock, NY 13783

Re: **Request for Negotiations of an Interconnection Agreement**

Dear Mr. Martin:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Hancock Telephone Company promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Hancock Telephone Company's duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

5999 6264 6000 4750 0750 0750 4750 6264 5999

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AMVA 52
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19
2005
08/19/2005
USPS

05031 S M D
21401

Sent To	Lew Martin
Street, Apt. No., or PO Box No.	PO. Box 608
City, State, ZIP+4	Hancock, NY 13783

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 17, 2005

By Federal Express 2Day

Attn: Grier Adamson
Hickory Telephone Co.
75 Main Street
Hickory, PA 15430-1118

Re: Request for Negotiations of an Interconnection Agreement

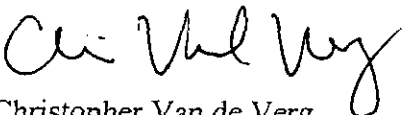
Dear Mr. Adamson:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Hickory Telephone Company promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Hickory Telephone Company's duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 19, 2005

By Certified Mail

Attn: Harold Switzer
Lackawaxen Telecomm. Services, Inc.
Hotel Road
P.O. Box 8
Rowland, PA 18457-0008

Re: Request for Negotiations of an Interconnection Agreement

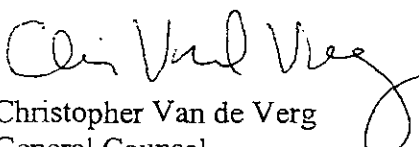
Dear Mr. Switzer:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Lackawaxen Telecomm. Service Inc. promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Lackawaxen Telecomm Services, Inc.'s duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,


Christopher Van de Verg
General Counsel

9099 9264 E000 0520 4002

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CERTIFIED MAIL™ RECEIPT	
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Total Postage & Fees	\$ 2.67

ROWLAND PA 18457

Postmark
18/19/2005

Sent To
Harold Switzer / Lacka. Tel. Co.
Street, Apt. No.,
or PO Box No. PO Box 8
City, State, ZIP+4
Rowland, PA 18457-0008

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 19, 2005

By Certified Mail

Attn: James Kail
Laurel Highland Telephone Co.
P.O. Box 168
Stahlstown, PA 15687-0168

Re: Request for Negotiations of an Interconnection Agreement


Dear Mr. Kail:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Laurel Highland Telephone Co. promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Laurel Valley Telephone Co.'s duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,


Christopher Van de Verg
General Counsel

7004 0750 0003 4976 6646

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Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 2.67

STAHLS TOWN PA 15687

0503 22 21401
Postmark
AUG 19 2005
ANAPOLIS MD
08/19/2005
USPS

Sent To **James Kail**
Street, Apt. No.,
or PO Box No. **P.O. Box 168**
City, State, ZIP+4 **Stahlstown, PA 15687-0168**

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 19, 2005

By Certified Mail

Attn: Edward Tourje
North-Eastern PA. Telephone Co.
720 Main Street
Forest City, PA 18421-0150

Re: Request for Negotiations of an Interconnection Agreement

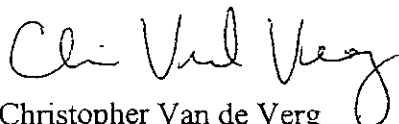
Dear Mr. Tourje:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Northeastern PA Telephone Co. promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Northeastern PA Telephone Co.'s duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

7004 0750 0008 4976 6657

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Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 2.67

FOREST CITY PA 18421

Postmark Here

0503 5007 22

08/19/2005

Sent To: Edward Tourje
Street, Apt. No., or PO Box No.: 720 Main St.
City, State, ZIP+4: Forest City, PA 18421-0150

PS Form 3800, June 2002 See Reverse for Instructions

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 17, 2005

By Federal Express 2Day

Attn: Ruth Robbins
North Penn Telephone Co.
P.O. Box 349
34 Main Street
Prattsburgh, NY 14873

Re: Request for Negotiations of an Interconnection Agreement

Dear Ms. Robbins:

On behalf of Core Communications, Inc. ("Core"), I am requesting that North Penn Telephone Co. promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill North Penn Telephone Co.'s duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 19, 2005

By Certified Mail

A.P. Kimble
North Pittsburgh Telephone Company
4008 Gibsonia Rd.
Gibsonia, PA 15044-9311

Re: Request for Negotiations of an Interconnection Agreement

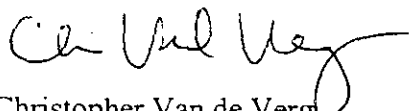
Dear Mr. Kimble:

On behalf of Core Communications, Inc. ("Core"), I am requesting that North Pittsburgh Telephone Company promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill North Pittsburgh Telephone Company's duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

7004 0750 0003 4976 6721

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GIBSONIA PA 15044	
Postage	\$ 0.37
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 2.67

Postmark: GIBSONIA PA 15044 08/19/2005

Sent To	A.P. Kimble
Street, Apt. No., or PO Box No.	4008 Gibsonia Rd.
City, State, ZIP+4	Gibsonia, PA 15044-9311

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 17, 2005

By Federal Express 2Day

Attn: Thomas Lager
Palmerton Telephone Co.
P.O. Box 215
463 Delaware Ave.
Palmerton, PA 18071

Re: Request for Negotiations of an Interconnection Agreement

Dear Mr. Lager:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Palmerton Telephone Co. promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Palmerton Telephone Co.'s duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

CORE COMMUNICATIONS, INC.

209 West Street

Suite 302

Annapolis, Maryland 21401

**Tel. 410 216 9865
Fax 410 216 9867**

DATE: August 17, 2005

By Federal Express 2Day

Attn: Mary Davis
Pennsylvania Telephone Co.
191 Middle Road
Jersey Shore, PA 17740

Re: Request for Negotiations of an Interconnection Agreement

Dear Ms. Davis:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Pennsylvania Telephone Co. promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Pennsylvania Telephone Co.'s duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 17, 2005

By Federal Express 2Day

Attn: Eleanor Snyder
Pymatuning Ind. Telephone Co.
5 Edgewood Drive
Greenville, PA 16125-8832

Re: Request for Negotiations of an Interconnection Agreement

Dear Ms. Snyder:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Pymatuning Ind. Telephone Co. promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Pymatuning Ind. Telephone Co.'s duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 19, 2005

By Certified Mail

Attn: Debbi Edwards
South Canaan Telephone Co.
P.O. Box 160 Route 296
South Canaan, PA 18459

Re: Request for Negotiations of an Interconnection Agreement

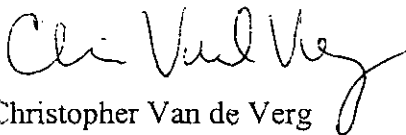
Dear Ms. Edwards:

On behalf of Core Communications, Inc. ("Core"), I am requesting that South Canaan Telephone Co. promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill South Canaan Telephone Co.'s duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

7004 0750 0003 4976 6639

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Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 2.67

SOUTH CANAAN PA 18459

Postmark Here
AUG 19 2005
ANAPOLIS MD 21401

Sent To	Debbi Edwards
Street, Apt. No., or PO Box No.	P.O. Box 160
City, State, ZIP+4	South Canaan, PA 18459

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 19, 2005

By Certified Mail

Attn: John Keister
Venus Telephone Corp.
Box 75, County Line Road
Venus, PA 17101

Re: Request for Negotiations of an Interconnection Agreement

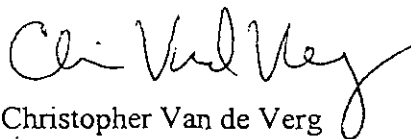
Dear Mr. Keister

On behalf of Core Communications, Inc. ("Core"), I am requesting that Venus Telephone Corp. promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Venus Telephone Corp.'s duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

7004 0750 0003 4976 6622

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Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 2.67

Postmark: AUG 19 2005

7004 0750 0003 4976 6622

Sent To	John Keister
Street, Apt. No.; or PO Box No.	Box 75, County Line Rd.
City, State, ZIP+4	Venus, PA 17101

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 17, 2005

By Federal Express 2Day

Attn: Mark Moore
West Side Telephone Co.
1449 Fairmont Road
Morgantown, WV 26501

Re: Request for Negotiations of an Interconnection Agreement

Dear Mr. Moore:

On behalf of Core Communications, Inc. ("Core"), I am requesting that West Side Telephone Co. promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Westside Telephone Co.'s duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

DATE: August 19, 2005

By Certified Mail

Attn: Carol Sue Rocker
Yukon Waltz Telephone Co.
Box 398
Yukon, PA 15698-0398

Re: Request for Negotiations of an Interconnection Agreement


Dear Ms. Rocker:

On behalf of Core Communications, Inc. ("Core"), I am requesting that Yukon Waltz Telephone Co. promptly join Core in good faith negotiations to establish an interconnection agreement. This agreement should incorporate the particular terms and conditions that fulfill Yukon Waltz Telephone Co.'s duties under the Communications Act of 1934, as amended, specifically Sections 251 and 252. This letter is written pursuant to Section 252 of the Act and commences the specific timelines set forth in the Act.

Please consider this letter a bona fide request for interconnection in connection with Core's Application for expansion of local exchange telecommunications service authority throughout the Commonwealth, DOCKET NO. A-310922 F0002.

If you have any questions about this request, please feel free to contact me at (410) 216-9865.

Sincerely,



Christopher Van de Verg
General Counsel

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Certified Fee	
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 2.67

0503 21407
22
Postmark
ANAPOLIS MD
19
2005
USPS

Sent To
Carol Sue Rocker
Street, Apt. No.;
or PO Box No. Box 398
City, State, ZIP+4 YUKON, PA 15698-0398

APPENDIX 4

Thomas, Thomas, Armstrong & Niesen
Attorneys and Counsellors at Law



RECEIVED
8/25/05

SUITE 500
212 LOCUST STREET
P. O. BOX 9500
HARRISBURG, PA 17108-9500

www.ttanlaw.com

FIRM (717) 255-7600

FAX (717) 236-8278

REGINA L. MATZ

Direct Dial: (717) 255-7622
E-Mail: rmatz@ttanlaw.com

CHARLES E. THOMAS
(1913 - 1998)

August 25, 2005

RECEIVED

JAN 25 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Mr. Christopher Van de Verg, Esquire
Core Communications, Inc.
209 West Street
Suite 302
Annapolis, MD 21401

Dear Mr. Van de Verg:

As previously noted in connection with Core Communications, Inc.'s application to provide CLEC services in the Commonwealth of Pennsylvania, we represent numerous rural telephone companies.

We continue this representation in connection with your request to establish an interconnection agreement. Specifically with regard to your requests for interconnection, we represent Armstrong Telephone Company-North, Armstrong Telephone Company-Pennsylvania, Buffalo Valley Telephone Company, Conestoga Telephone and Telegram Company, D & E Communications, Inc., Hancock Telephone Company, Hickory Telephone Company, Lackawaxen Telecommunications Services, Laurel Highland Telephone Company, The North-Eastern Pennsylvania Telephone Company, North Penn Telephone Company, North Pittsburgh Telephone Company, Palmerton Telephone Company, Pennsylvania Telephone Company, Pymatuning Independent Telephone Company, South Canaan Telephone Company, Venus Telephone Corporation, West Side Telecommunications and Yukon-Waltz Telephone Company. In response to your letters, please be advised that as we have done in various other situations, it is our desire to try to negotiate an interconnection agreement collectively, recognizing that in the end, a few of the agreements may need to be individualized to reflect a specific company's network and/or services.

Please direct any further matters with respect to the above-named companies to the attention of this firm.

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By


Regina L. Matz

APPENDIX 5

CORE COMMUNICATIONS, INC.
209 West Street
Suite 302
Annapolis, Maryland 21401

Tel. 410 216 9865
Fax 410 216 9867

By Overnight Mail

Regina Matz
Thomas, Thomas, Armstrong & Niesen
Suite 500
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

RECEIVED

JAN 25 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

August 29, 2005

Re: **Request for Negotiations of an Interconnection Agreement**

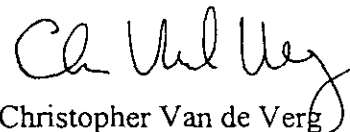
Dear Ms. Matz:

Thank you for your letter of August 25, 2005, in which you acknowledge receipt of Core Communications, Inc.'s ("Core's") letters requesting an interconnection agreement ("ICA") with nineteen (19) of your rural local exchange carrier ("RLEC") clients. I appreciate your offer to negotiate ICAs between Core and your RLEC clients on a consolidated basis, recognizing (as your letter states) that a few of the ICAs may ultimately require individualized terms and conditions.

Attached please find Core's initial proposal for an ICA with your RLEC clients as listed in your letter. This proposal is a draft document that is intended solely for discussion purposes. Core reserves the right to modify its proposal in light of your clients' comments, as well as changing circumstances.

If you have any questions about this request, please feel free to contact me at (410) 216-9865. I will contact you soon to set up a conference call in order to discuss any comments you may have with respect to the proposal.

Sincerely,



Christopher Van de Verg
General Counsel

Chris Van de Verg

From: "Chris Van de Verg" <chris@coretel.net>
To: <rmatz@ttanlaw.com>
Sent: Tuesday, August 30, 2005 12:02 PM
Attach: 050829 Core Draft ICA v11.doc
Subject: Core Draft ICA Proposal

Regina:

Thanks for your call today. Attached is the Core draft ICA proposal in MS Word. It is identical to the paper document you received today.

Regards,
--Chris

Chris Van de Verg

From: "Regina Matz" <rmatz@ttanlaw.com>
To: "Chris Van de Verg" <chris@coretel.net>
Cc: "Patricia Armstrong" <parmstrong@ttanlaw.com>
Sent: Tuesday, August 30, 2005 12:13 PM
Subject: RE: Core Draft ICA Proposal

Chris,

Thank you for the quick turn around. It is this draft that we will forward to clients, and which we will work from.

Regina

From: Chris Van de Verg [mailto:chris@coretel.net]
Sent: Tuesday, August 30, 2005 1:03 PM
To: rmatz@ttanlaw.com
Subject: Core Draft ICA Proposal

Regina:

Thanks for your call today. Attached is the Core draft ICA proposal in MS Word. It is identical to the paper document you received today.

Regards,
--Chris

Chris Van de Verg

From: "Regina Matz" <rmatz@ttanlaw.com>
To: "Chris Van de Verg" <chris@coretel.net>
Cc: "Patricia Armstrong" <parmstrong@ttanlaw.com>
Sent: Tuesday, August 30, 2005 4:36 PM
Subject: RE: Core Draft ICA Proposal

Chris,

So as not to mislead you by my message, below, when I said we would work from your electronic draft, I meant that as between the two documents you sent, we would not be looking at your hard copy, since when I first opened the electronic copy I noticed at least one difference between the hard and soft. I did not mean to suggest that we would not likewise be sending you our template to work from.

Regina

From: Regina Matz [mailto:rmatz@ttanlaw.com]
Sent: Tuesday, August 30, 2005 1:13 PM
To: 'Chris Van de Verg'
Cc: Patricia Armstrong (parmstrong@ttanlaw.com)
Subject: RE: Core Draft ICA Proposal

Chris,

Thank you for the quick turn around. It is this draft that we will forward to clients, and which we will work from.

Regina

From: Chris Van de Verg [mailto:chris@coretel.net]
Sent: Tuesday, August 30, 2005 1:03 PM
To: rmatz@ttanlaw.com
Subject: Core Draft ICA Proposal

Regina:

Thanks for your call today. Attached is the Core draft ICA proposal in MS Word. It is identical to the paper document you received today.

Regards,
--Chris

Chris Van de Verg

From: "Chris Van de Verg" <chris@coretel.net>
To: "Regina Matz" <rmatz@ttanlaw.com>
Sent: Wednesday, August 31, 2005 7:41 AM
Subject: Re: Core Draft ICA Proposal

Regina,

I am not aware of any differences between the hardcopy I sent you and the soft copy I emailed you. In any event, please feel free to work from the hardcopy if you prefer.

Thanks,
--Chris

----- Original Message -----

From: Regina Matz
To: 'Chris Van de Verg'
Cc: Patricia Armstrong
Sent: Tuesday, August 30, 2005 5:36 PM
Subject: RE: Core Draft ICA Proposal

Chris,

So as not to mislead you by my message, below, when I said we would work from your electronic draft, I meant that as between the two documents you sent, we would not be looking at your hard copy, since when I first opened the electronic copy I noticed at least one difference between the hard and soft. I did not mean to suggest that we would not likewise be sending you our template to work from.

Regina

From: Regina Matz [mailto:rmatz@ttanlaw.com]
Sent: Tuesday, August 30, 2005 1:13 PM
To: 'Chris Van de Verg'
Cc: Patricia Armstrong (parmstrong@ttanlaw.com)
Subject: RE: Core Draft ICA Proposal

Chris,

Thank you for the quick turn around. It is this draft that we will forward to clients, and which we will work from.

Regina

From: Chris Van de Verg [mailto:chris@coretel.net]
Sent: Tuesday, August 30, 2005 1:03 PM
To: rmatz@ttanlaw.com
Subject: Core Draft ICA Proposal

Regina:

Thanks for your call today. Attached is the Core draft ICA proposal in MS Word. It is identical to the paper document you received today.

APPENDIX 6

Thomas, Thomas, Armstrong & Niesen
Attorneys and Counsellors at Law

SUITE 500
212 LOCUST STREET
P. O. BOX 9500
HARRISBURG, PA 17108-9500

www.ttanlaw.com

FIRM (717) 255-7600

FAX (717) 236-8278

PATRICIA ARMSTRONG

Direct Dial: (717) 255-7627

E-Mail: parmstrong@ttanlaw.com

RECEIVED

JAN 25 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CHARLES E. THOMAS
(1913 - 1998)

October 19, 2005

VIA FIRST CLASS MAIL AND ELECTRONIC MAIL

Mr. Christopher Van de Verg
Core Communications, Inc.
209 West Street
Suite 302
Annapolis, MD 21401

In re: Request for Interconnections; Application of Core Communications

Dear Chris:

We have reviewed interconnection terms and conditions between Core and our clients and have drafted a generic Interconnection Agreement that may form the basis of the discussions between Core and the RTCC clients that we represent. On behalf of our RTCC clients we are enclosing a "draft" Interconnection Agreement for Core's provision of facility-based local exchange services within the local service areas of the RTCC client companies. Due to the number and diversity of our clients, there will need to be individual modifications to reflect the specifics that are or are not applicable to each RTCC company, the specific network operations of Core and each RTCC client with respect to each local interconnection, and other differences between and among the companies. Accordingly, the parties will need to work through these specifics. Also, we are working with a large number of companies, and many of them have little or no experience with interconnection. These companies are still reviewing the draft to determine whether it is consistent with their actual operations, capabilities and expected business arrangement, and their review may necessitate further changes in the draft. In the interest of time, we are forwarding the draft agreement to you while their review continues. Further, this is an evolving process and one largely dependent on Core's actual business plan which undoubtedly will become more apparent as the parties proceed; thus we note that the attached is subject to further modification as more information is provided by Core.

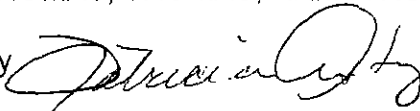
In the interest of efficiency, we are endeavoring to combine our effort on behalf of the group of companies we represent. Our combined effort will benefit Core in that Core will not be required to negotiate individually with twenty companies. However, none of our clients are waiving their right to pursue their own positions in negotiation which may be separate from those of the other group members or to conduct negotiations separately from the group.

Mr. Christopher Van de Verg
October 19, 2005
Page 2

We look forward to moving this matter along and welcome the opportunity to discuss our proposed Agreement with you in the near future. Please advise us of potential available dates to discuss.

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By 

Regina Matz
Mark Thomas
Patricia Armstrong

APPENDIX 7

RECEIVED

JAN 25 2006

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

AGREEMENT

by and between

ABC TELEPHONE COMPANY

and

CORE COMMUNICATIONS, INC.

PREFACE

This Agreement ("Agreement") shall be deemed effective upon approval by the Commission (the "Effective Date"), between ABC Telephone Company ("ABC"), a corporation organized under the laws of the Commonwealth of Pennsylvania, with offices at _____ and Core Communications, Inc. ("Core"), a corporation organized under the laws of the State of Maryland with offices at 209 West Street, Suite 302, Annapolis, MD 21401 (Core and ABC may be referred to hereinafter, each, individually as a "Party," and, collectively, as the "Parties").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purpose of transmission and termination of Telecommunications traffic that is within the scope of this Agreement, and

WHEREAS, the interconnection between the Parties will allow the Customers of each Party to complete local calls to the Customers of the other Party within the local calling area of ABC ("Local Interconnection"); and

WHEREAS, the nature of the interconnection arrangement between the Parties established pursuant to this Agreement is of mutual benefit to both Parties and is intended to fulfill their needs to exchange Local Traffic.

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

PART A
GLOSSARY OF TERMS

1. General Rule

Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in this Agreement, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in this Agreement, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of this Agreement may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.

Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.

2. Definitions

2.1 "Access Services" refers to interstate and intrastate switched access and private line transport services.

2.2 "Act" means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended from time to time (including, but not limited to, by the Telecommunications Act of 1996).

2.3 "Affiliate" shall have the meaning set forth in the Act.

2.4 "Agent" shall include an agent or servant.

2.5 "Agreement" means this Agreement, as defined in Part B, Section 1 of the General Terms and Conditions.

2.6 "Ancillary Traffic" means all traffic that is destined to provide Services ancillary to Telecommunications Services, or that may have special routing or billing requirements, including but not limited to the following: 911/E911, Operator Services, Directory Assistance, third party (except for that third party traffic that is specifically addressed in this Agreement), collect and calling card database query and Service, 800/888 database query and Service, CNAM, LIDB, and voice information Service.

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

2.8 "Business Day" means Monday through Friday, except for ABC's holidays.

2.9 "Calendar Quarter" means January through March, April through June, July through September, or October through December

2.10 "Calendar Year" means January through December.

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

2.12 "Central Office" or "CO" refers to 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 ("NXXs"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.13 "Central Office Switch" refers to a switch used to provide Telecommunications Services, including, but not limited to, End Office and Tandem Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

2.14 "Commission" shall mean the Pennsylvania Public Utility Commission.

2.15 "Common Channel Signaling" or "CCS" refers to 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 carry the actual voice or data content of the call. The CCS currently used by the Parties is SS7.

2.16 "Common Language Location Identifier" or "CLLI Code" refers to a code developed by Telcordia Technologies as a method of identifying physical locations and equipment such as buildings, Central Offices, poles and antennas. There are three (3) basic formats for CLLI Codes: network entity, network support site, and customer site.

2.17 "Competitive Local Exchange Carrier" or "CLEC" refers to any Local Exchange Carrier providing Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier ("ILEC"). Core is a CLEC.

2.18 "Customer" or "End User" means a third party residential or business end user of Telephone Exchange Services provided by either of the Parties.

2.19 "Customer Proprietary Network Information" or "CPNI" is as defined in the Act.

2.20 "Day" means calendar days unless otherwise specified.

2.21 "End Office Switch" or "End Office" means a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

2.22 "Enhanced Services" shall mean services offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the Customer's transmitted information; provide the Customer with additional, different, or restructured information; or involve Customer interaction with stored information.

2.23 "Enhanced Service Provider" or "ESP" shall mean a provider of Enhanced Services.

2.24 "Entrance Facility" shall mean the facilities between a Party's designated premises and the Central Office serving that designated premises.

2.25 "FCC" shall mean the Federal Communications Commission.

2.26 "Incumbent Local Exchange Carrier" or "ILEC" shall have the meaning stated in the Act.

2.27 "Interexchange Carrier" or "IXC" means a Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

2.28 "Internet" means the collective international network of interoperable public, private, managed and non-managed computer and Telecommunications facilities, including both hardware and software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/Internet Protocol (TCP/IP), or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wireline or wireless connections.

2.29 "Internet Protocol" refers to a standard networking protocol that provides information transmission across interconnected networks, between computers with diverse hardware architectures and various operating systems, and keeps track of Internet addresses for different nodes, routes outgoing information and recognizes incoming information.

2.30 "Internet Service Provider" or "ISP" is a vendor who provides access for Customers (companies and private individuals) to the Internet and the World Wide Web for Telecommunication Services or other means, but does not include a common carrier to the extent that it provides common carrier services.

2.31 "Internet Traffic" or "ISP Bound Traffic" means dial-up ISP traffic that is originated and dialed by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP within ABC's local serving area as defined by the effective local exchange tariff(s) of ABC, including mandatory local calling scope arrangements established and defined by the Commission ("Local Internet Traffic"). A mandatory local calling scope arrangement is an arrangement that provides End Users a local calling scope; i.e. Extended Area Service ("EAS"), beyond the End User's basic exchange serving area. Therefore Local Internet Traffic, for purposes of this Agreement, includes both intra-exchange calls and EAS calls originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP.

- 2.32 "IntraLATA Traffic" means telecommunications traffic that originates and terminates within the same LATA.
- 2.33 "Interconnection Point" or "IP" means the location on the incumbent LEC network of ABC at which the connection is made by Core for the exchange of Local Traffic between the Parties.
- 2.34 "Local Access and Transport Area" or "LATA" shall have the meaning set forth in the Act.
- 2.35 "Local Exchange Carrier" or "LEC" shall have the meaning set forth in the Act.
- 2.36 "Local Exchange Routing Guide" or "LERG" shall mean a Telcordia Technologies reference containing NPA/NXX routing and homing information.
- 2.37 "Local Number Portability ("LNP")" means the ability of Customers of Telecommunications Services to retain, within the same geographic Rate Center Area associated with the Customer's NPA-NXX code, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 2.38 "Local Service Request" ("LSR") means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 2.39 "Local Traffic" or "Subject Traffic" means traffic that is originated by an End User of one Party on that Party's network and terminates to an End User of the other Party on that other Party's network within ABC's local serving area as defined by the effective local exchange tariff(s) of ABC, including mandatory local calling scope arrangements established and defined by the Commission. A mandatory local calling scope arrangement is an arrangement that provides End Users a local calling scope; i.e. Extended Area Service ("EAS"), beyond the End User's basic exchange serving area. Therefore Local Traffic, for purposes of this Agreement, includes both intra-exchange calls and non-optional EAS calls, and does not include any optional extended local scope service arrangement. For this purpose, Local Traffic does not include any ISP-Bound Traffic.
- 2.40 "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 2.41 "Numbering Plan Area ("NPA")" (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits 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 (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 2.42 "NXX," "NXX Code," "NNX," "COC," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.
- 2.43 "Proprietary Information" shall have the same meaning as Confidential Information.
- 2.44 "Providing Party" means a Party offering or providing a Service to the other Party under this Agreement.
- 2.45 "Purchasing Party" means a Party requesting or receiving a Service from the other Party under this Agreement.
- 2.46 "Rate Center Area" refers to the geographic area that has been identified as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.
- 2.47 "Rate Center Point" refers to a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic.

2.48 "Reciprocal Compensation" means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, costs incurred for the transport and termination of Subject Traffic originating by the Customers of one Party on that Party's network and terminating to the Customers of the other Party on that other Party's network.

2.49 "Service" means any Interconnection arrangement, Telecommunications Service, or other service, facility or arrangement, offered by a Party under this Agreement.

2.50 "Signaling System 7" or "SS7" refers to the common channel out-of-band signaling protocol (CCS) developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Core and ABC currently utilize this out-of-band signaling protocol.

2.51 "Subsidiary" means a corporation or other person that is controlled by a Party, controls a Party, or is under common control with a Party.

2.52 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.53 "Synchronous Optical Network ("SONET") is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).

2.54 "Tandem Switch" means a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

2.55 "Tandem Transit Traffic" or "Transit Traffic" includes Telephone Exchange Service traffic that originates on one Party's network, and is transported through the other Party's tandem switch to a third-party's network, including, but not limited to, a CLEC, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant other Party's tandem switch to which the originating Party delivers such traffic. Transit Traffic also includes Telephone Exchange Service that originates on a third party's network, including but not limited to a CLEC, CMRS carrier, or other LEC that is transported through one Party's tandem switch and delivered to the other Party.

2.56 "Tandem Transit Trunks" means those trunks as referenced in Section 2 of the Interconnection Attachment.

2.57 "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

2.58 "Telcordia Technologies" refers to Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).

2.59 "Telecommunications" is as defined in the Act.

2.60 "Telecommunications Carrier" shall have the meaning set forth in the Act.

2.61 "Telecommunications Services" shall have the meaning set forth in the Act.

2.62 "Telephone or Local Exchange Service" shall have the meaning set forth in the Act.

2.63 "Transit Service" means the delivery of Transit Traffic.

2.64 "Voice over Internet Protocol Traffic" or "VOIP Traffic" is voice communications traffic that utilizes Internet Protocol format for some or all of the transmission of the call.

2.65 "Wire Center" means a building or portion thereof which serves as the premises for one or more Central Office Switches and related facilities.

PART B

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Core and ABC hereby agree as follows:

1. Scope of this Agreement

1.1 This Agreement includes: (a) the Principal Document, including Attachments A through C; and (b) a written Order by a Party that has been accepted in writing by the other Party. This Agreement specifies the rights and obligations of each Party with respect to the establishment of Local Interconnection within the incumbent service area of ABC. Certain terms used in this Agreement shall have the meanings defined in the Glossary of Terms, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the General Terms and Conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

1.2 Except as otherwise expressly provided in the Agreement, any conflict between the provisions in the Agreement and any attachments, exhibits and documents attached to it or referenced within shall be resolved in favor of the attachment, exhibit or document. The fact that a provision appears in the Agreement but not in a document outside of this Agreement, or in a document outside of this Agreement but not in the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section.

1.3 Except as otherwise provisioned in the Agreement, the Agreement may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

1.4 In connection with this Agreement, a Party may purchase services from the other Party pursuant to that other Party's Tariff. In such instances, the rates, terms, and conditions of the other Party's Tariff shall apply.

2. Reserved for Future Use

3. Regulatory Approvals

3.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval within thirty (30) Days after obtaining the last required Agreement signature. Core and ABC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

3.2 In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses Applicable Law and such changes to Applicable Law require that this Agreement be amended, either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect any pricing, terms and conditions required by any such Amended Rules.

3.3 Notwithstanding any other provision of the Agreement, neither Party shall be obligated to offer or provide any service, facility, or interconnection arrangement to the other Party that is not required by the Act or under controlling regulatory requirements. Notwithstanding anything contained in this Agreement, but without limiting any other right either Party may have under this Agreement, either Party may cease providing a service, facility, or interconnection arrangement that is not required by the Act or under controlling regulatory requirements. To the extent that some service, facility, or interconnection arrangement provided by one Party to the other Party under this Agreement is determined not to be required under the Act or under controlling regulatory requirements, then the providing Party upon 90 days written notice to the other Party may discontinue the provision of such service, facility, or interconnection

arrangement. To the extent the discontinued service or interconnection arrangement is available under prevailing tariffs from the Providing Party, then the Purchasing Party, may, at its option, obtain such services, facilities, or interconnection arrangements pursuant to the terms of such tariffs. Prior to any discontinuance of service, the Parties will seek to amend this Agreement.

4. Term and Termination

4.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect for a period of 1 year (12) months after the Effective Date of this Agreement (the "Initial Term"). Thereafter, this Agreement shall renew automatically for successive six (6) month terms, commencing on the termination date of the initial term or latest renewal term and continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

4.2 Either ABC or Core may terminate this Agreement effective upon the expiration of the Initial Term or subsequent renewal term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

4.3 In the event of such termination, those service arrangements made available under this agreement and existing at the time of termination shall continue without interruption under (a) a new agreement executed by the Parties, (b) tariff terms and conditions of the Parties, or if neither of the above is available, under the terms of this Agreement on a month-to-month basis until such time as (a) or (b) becomes available, but under no circumstance shall such terms continue for more than 180 days after the termination date.

4.4 If either ABC or Core provides notice of termination pursuant to Section 4 and by 11:59 PM Eastern Time on the proposed date of termination neither ABC nor Core has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate, and (b) the Services being provided under this Agreement at the time of termination will be terminated in accordance with the requirements of the Commission and Applicable Law.

5. Attachments

The following Attachments are a part of this Agreement:

- Additional Services Attachment
- Interconnection Attachment
- Pricing Attachment

6. Applicable Law

6.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the Commonwealth of Pennsylvania, including but not limited to the Act, the rules, regulations and orders of the FCC and the Commission, and any orders and decisions of a court of competent jurisdiction ("Applicable Law"). All disputes relating to this Agreement shall be resolved through the application of such laws.

6.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

6.3 Neither Party shall be liable for any delay or failure in performance caused or required by Applicable Law, or the acts or failures to act of any governmental entity or official to the extent such acts or failures to act were not caused or solicited by either Party and/or comply with Applicable Law.

6.4 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

6.5 If any final and unstayed legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this

Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

7. Assignment

7.1 Except as provided below, any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, and the assigning Party shall remain responsible for all obligations hereunder.

7.2 Either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, an Affiliate of that Party without consent, but with written notification made no later than thirty (30) days prior to the assignment's effective date.

7.3 The effectiveness of any assignment shall be expressly conditioned upon the assignee's written assumption of all rights, obligations, and duties of the assigning Party. Assignee's written assumption shall be made and delivered to the non-assigning Party no later than thirty (30) days prior to the assignment's effective date. Unless prior written consent is obtained, where necessary, and assignee expressly assumes all rights, obligations, and duties of the assigning Party hereunder as provided herein, the assigning Party shall remain responsible for all rights, obligations, and duties under this Agreement.

8. Assurance of Performance

8.1 When reasonable grounds for insecurity arise with respect to the performance of either Party, the other Party may in writing demand adequate assurance of due performance.

8.2 *The reasonableness of grounds for insecurity and the adequacy of any assurance offered shall be determined according to Telecommunications industry standards. Reasonable grounds for insecurity include, but are not limited to: (a) the failure of a Party to demonstrate that it is creditworthy, (b) the failure of a Party to timely pay a bill or perform a service or obligation as required by this Agreement, or (c) a Party admits its inability to pay debts as such debts become due, commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, or winding-up, made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.*

8.3 Unless otherwise agreed by the Parties, after receipt of a justified demand, a Party shall have thirty (30) days to provide assurance of due performance as is adequate under the circumstances of the particular case.

8.4 To the extent that a cash deposit may be required, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

8.5 A Party shall pay interest on a cash deposit required under this Section at a rate equal to the prime commercial rate on loans charged by the secured Party.

8.6 To the extent that a letter of credit or cash deposit is required under this Section, a Party may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon thirty (30) days written notice to the other Party in respect of any amounts to be paid by such Party hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

8.7 If a Party draws on the letter of credit or cash deposit, the other Party shall provide a replacement or supplemental letter of credit or cash deposit in accordance with the requirements of this Section.

8.8 *Notwithstanding anything else set forth in this Agreement, if a Party makes a request for assurance of performance in accordance with the terms of this Section, and the other Party fails to provide adequate assurance of due performance in accordance with the terms of this Section, the failure of which will substantially impair the value of the Agreement to the other Party, then the aggrieved Party may suspend its own performance under the Agreement until such time as the other Party provides such assurance of performance.*

8.9 *The fact that assurance of performance is requested by a Party hereunder shall in no way relieve the other Party from compliance with the requirements of this Agreement, nor constitute a waiver or*

modification of any terms of this Agreement.

9. Audits

9.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") records for the purpose of evaluating the accuracy of the Audited Party's bills and compliance with the terms and conditions of this Agreement. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (*but no more frequently than once in each Calendar Quarter*) if an immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000.

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

9.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all records reasonably necessary to assess the accuracy of the Audited Party's bills.

9.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's records in the format in which such records are stored by the Audited Party necessary to assess the accuracy of the Audited Party's bills, unless the auditors discover previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000, in which case the Audited Party shall pay for the audit.

10. Authorization

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

10.2 Core represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

10.3 Certification.

Notwithstanding any other provision of this Agreement, Core shall not place any orders under this Agreement until it has obtained such authorization as may be required by Applicable Law, and only if such authorization is maintained. Core shall provide proof of such authorization to ABC upon request.

11. Billing and Payment; Disputed Amounts

11.1 Except as otherwise provided in this Agreement, each Party shall bill the other Party on a monthly basis in an itemized format. The Parties shall also exchange billing information to process claims and adjustments as between themselves and on behalf of their Customers.

11.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within (the "Due Date") thirty (30) calendar days of the invoice date. If a Party does not receive a bill at least twenty (20) days prior to the thirty (30) day payment Due Date, then the bill shall be considered delayed. When the bill has been delayed, the billed Party may request an extension of the payment Due Date, by the number of days the bill was delayed. Such requests for a delay of the payment Due Date must be accompanied with proof of late bill receipt.

11.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid; provided, however, if the billed party fails to provide a notice of dispute within thirty (30) days of the payment Due Date for the amount in question, then the billed party shall be deemed to have waived any disputes as to those amounts. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to Dispute

Resolution under the terms of this Agreement.

11.4 Undisputed charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

11.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

11.6 All usage data and invoices to be provided pursuant to this Agreement shall be sent to the following addresses:

To ABC

To Core:
Core Communications, Inc.
209 West Street, Suite 302
Annapolis, MD 21401

12. Confidentiality

12.1 As used in this Section 12 "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

- i. Books, records, documents and other information disclosed in an audit pursuant to Section 9;
- ii. Any forecasting information provided pursuant to this Agreement;
- iii. Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or, (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
- iv. Information related to specific facilities or equipment (including, but not limited to, cable and pair information);
- v. Any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and
- vi. Any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary".

12.2 Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information.

12.3 Except as otherwise provided in this Agreement, the Receiving Party shall:

- i. Use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and,
- ii. Using the same degree of care that it uses with similar confidential information of its own

(but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section.

12.4 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for any Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement.

12.5 Unless otherwise agreed, the obligations of this Section do not apply to information that:

- i. Was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
- ii. Is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
- iii. Is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
- iv. Is independently developed by the Receiving Party;
- v. Is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
- vi. Is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall make commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

12.6 Notwithstanding the provisions of this Section of the Agreement, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

12.7 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

12.8 The provisions of this Section shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use or protection of the confidentiality of CPNI provided by Applicable Law.

12.9 Each Party's obligations under this Section shall survive the expiration, cancellation or termination of this Agreement.

13. Counterparts

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

14. Default

14.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party with written notice at least twenty five (25) days' (which shall not begin to run until after the 60 day period) prior to terminating service.

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

15. Discontinuance of Service by Core

If Core proposes to discontinue, or actually discontinues, its provision of service to Customers in the ABC service area, Core shall provide notice of such discontinuance as required by Applicable Law.

16. Dispute Resolution

16.1 The Parties shall attempt to resolve any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who has authority to resolve the dispute and will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) Business Days to designate its own such representative in the negotiation. The Parties' representatives shall attempt to reach a good faith resolution of the dispute within thirty (30) days after the date of the initiating Party's written notice of the dispute. Upon mutual agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

16.2 If the Parties are unable to resolve the dispute within thirty (30) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction. Except for FCC actions, all such proceedings shall be conducted within the Commonwealth of Pennsylvania.

17. Force Majeure

17.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), acts of God, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected.

17.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

17.3 Notwithstanding the provisions of Sections 17.1 and 17.2, although a Force Majeure event could result in delay of a payment obligation, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

17.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

18. Forecasts

In addition to any other forecasts required by this Agreement, upon request by ABC, Core shall provide to ABC forecasts regarding the Services that Core expects to purchase from ABC, including, but not limited to, forecasts regarding the types and volumes of Services that Core expects to purchase and the locations where such Services will be purchased. Such forecasts are proprietary and confidential under the terms of this Agreement, and distribution of the forecasts or information based on such forecasts shall be limited to those persons at ABC who need to know such information in order to adequately provision the types and volumes of Services that Core expects to purchase at the locations where such Services will be purchased. ABC shall exercise commercially reasonable best efforts to adequately provision the types and volumes of Services forecast by Core.

19. Fraud

Neither party shall bear responsibility for, nor have any obligation to investigate or make adjustments to the other Party's account in cases of, fraud by the other Party's Customers or other third parties. Provided, however, that both Parties shall cooperate to discover and prevent fraud by each Party's Customers or other third parties.

20. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

21. Headings

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

22. Indemnification

22.1 For the Services provided under this Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its Affiliates and their respective directors, officers and employees ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property, to the extent such injury, death, damage, destruction or loss; was caused by the gross negligence or intentionally wrongful acts or omissions of the Indemnifying Party, its Affiliates, or their respective directors, officers, employees, Agents or contractors (excluding the Indemnified Party).

22.2 An Indemnifying Party's obligations under this Section shall be conditioned upon the following:

i. The Indemnified Party: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Party related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to the Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of the Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense.

ii. If the Indemnified Party fails to comply with the requirements of this Section with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

iii. The Indemnifying Party shall have the authority to defend and settle any Claim subject to the conditions set forth below.

a. With respect to any Claim, the Indemnified Party shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party. In so participating, the Indemnified Person shall be entitled to employ separate counsel for such purposes at its own expense. The Indemnified Party shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party. The Indemnifying Party shall have no obligation to indemnify, defend or hold harmless the

Indemnified Party as to any portion of such Claim.

b. In no event shall the Indemnifying Party settle a Claim or consent to any judgment with regard to a Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Party, the Indemnified Party shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify, defend or hold harmless the Indemnified Party against, the Claim for any amount in excess of such refused settlement or judgment.

c. The Indemnified Party shall, in all cases, assert any and all defenses, including, but not limited to, affirmative defenses, defenses set forth in applicable Tariffs and Customer contracts, that limit liability to third persons as a bar to, or limitation on, any Claim or damages by a third-person claimant.

d. The Indemnifying Party and the Indemnified Party shall offer each other all reasonable cooperation and assistance in the defense of any Claim.

22.3 Except as otherwise provided above, each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement, consistent with Applicable Law.

22.4 Each Party's obligations under this Section shall survive expiration, cancellation or termination of this Agreement.

23. Reserved for Future Use

24. Intellectual Property

24.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party.

24.2 Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

24.3 Core shall use commercially reasonable best efforts to obtain from its vendors who have licensed intellectual property rights to ABC in connection with facilities and Services provided hereunder licenses under such intellectual property rights as necessary for ABC to use such facilities and Services as contemplated hereunder and at least in the same manner used by Core for the facilities and Services provided hereunder. Core shall notify ABC immediately in the event that Core believes it has used its commercially reasonable best efforts to obtain such rights but has been unsuccessful in obtaining such rights. Nothing in this Section shall be construed in any way to condition, limit or alter a Party's indemnification obligations under this Agreement.

24.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

25. Joint Work Product

The 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.

26. Law Enforcement.

26.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the

installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

26.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

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

27. Liability

27.1 As used in this Section, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.

27.2 Except as otherwise stated in this Section, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

27.3 For the Services provided under this Agreement, except as otherwise stated in this Section, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

27.4 The limitations and exclusions of liability stated in this Section shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.

27.5 Nothing contained in this Section shall exclude or limit liability:

27.5.1 under Sections dealing with Indemnification, or, Taxes;

27.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;

27.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;

27.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

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

27.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission; or,

27.5.7 caused by the gross negligence or intentionally wrongful acts or omissions.

27.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for

which such Party or other person would be liable under this Section or the Tariff provision.

27.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

28. Network Management

28.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. ABC and Core will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and/or prevent traffic congestion.

28.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

28.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation of the other Party ("Interfering Party") will or are likely to significantly degrade the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend service provided to the interfering party to the extent necessary to prevent such interference or impairment, subject to the following:

- i. The Impaired Party must notify the Interfering Party and allow that Party a reasonable opportunity to correct the problem.
- ii. Where the Impaired Party does not know the precise cause of the interference or impairment, it must notify each Carrier that may have caused or contributed to the problem.
- iii. Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall provide the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period;
- iv. Where the interference or impairment asserted by the Impaired Party remains unresolved by the Interfering Party after ten (10) days, the Impaired Party must establish with specific and verifiable information that a particular service, network, facility or method of operation of the Interfering Party is causing the significant degradation.
- v. Where the Impaired Party demonstrates that a particular service, network, facility or method of operation of the Interfering Party is significantly degrading the performance of the Impaired Party's provision of services, the Interfering Party shall discontinue deployment of that service and correct the interference or impairment or migrate its Customers to technologies that will not significantly degrade the performance of other such services. Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service unless Service was improperly interrupted or suspended by the Impaired Party.

28.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow industry standard procedures for isolating and clearing the outage or trouble in a manner consistent with its obligations to act in a non-discriminatory manner.

29. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall provide notice to the other Party of the change at least ninety (90) days in advance of such change; provided, however, that if an earlier publication of notice of a change is required by Applicable

Law, notice shall be given at the time required by Applicable Law.

30. Notices

30.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

30.1.1 shall be in writing;

30.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, or (c) by certified or registered U.S. mail, return receipt requested, postage prepaid; and

30.1.3 shall be delivered to the following addresses of the Parties:

To: Core Communications, Inc.
209 West Street, Suite 302
Annapolis, MD 21401

with a copy to:

To: ABC Telephone Company

with a copy to:

Thomas Thomas Armstrong & Niesen
212 Locust Street
P. O. Box 9500
Harrisburg, PA 17108-9500
Telephone Number: 717-255-7600

or to such other address(s) as either Party may designate from time to time by proper notice.

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

31. Performance Standards

31.1 ABC shall provide Services under this Agreement in accordance with the standards required by this Agreement, industry standards, and Applicable Law.

31.2 Core shall provide Services under this Agreement in accordance with the standards required by this Agreement, industry standards, and Applicable Law.

31.3 To the extent that Core requests interconnection services or network arrangements for the exchange of Telecommunications traffic or any other services pursuant to this Agreement and the fulfillment of that request would involve service or network arrangements beyond that which ABC provides for its own services or with any other carrier, ABC may, at its option, provide such superior arrangements under the condition that Core shall be responsible for any additional costs that may arise for the provisioning and operation of such superior arrangements.

32. Point of Contact for Core Customers

32.1 Core shall establish telephone numbers and mailing addresses at which Core Customers may communicate with Core and shall advise Core Customers of these telephone numbers and mailing addresses.

32.2 Except as otherwise agreed to by ABC, ABC shall have no obligation, and may decline, to accept a communication from a Core Customer, including, but not limited to, a Core Customer request for repair or maintenance of an ABC Service provided to Core. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper Service provider.

33. Publicity and Use of Trademarks or Service Marks

33.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

33.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

34. References

34.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.

34.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including ABC or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

35. Relationship of the Parties

35.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

35.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

35.3 Except for provisions herein expressly authorizing a Party to act for another Party, 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, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

35.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

35.5 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.

35.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

36. Reservation of Rights

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but

not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

37. Subcontractors

A Party may use a contractor (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

38. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

39. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

40. Taxes

40.1 In General. With respect to any purchase hereunder of Services, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall properly bill the Purchasing Party for such Tax, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority.

40.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party (a) shall provide the Providing Party with written notice of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.

40.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, End User, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the Purchasing Party (a) shall be required to impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

40.4 Liability for Uncollected Tax, Interest and Penalty. If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by this Section, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and (b) the Providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such unbilled Tax by such authority. If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by this Section, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Providing Party does not collect any Tax as required by this Section because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Purchasing Party fails to pay the Receipts Tax as required by this Section, then, as between the Providing Party and the Purchasing Party, (x) the Providing Party shall be liable for any Tax imposed on its

receipts and (y) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by such authority. If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by this Section, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

40.5 Tax exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth herein. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, reasonably acceptable to the Providing Party (e.g., an agreement commonly used in the industry), which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

40.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other for purposes of this Section shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in the Notices Section of this Agreement, as well as to the following:

To ABC:

To Core:
209 West Street, Suite 302
Annapolis, MD 21401

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

41. Technology Upgrades

41.1 ABC shall provide, maintain, repair or replace its facilities and Services, including those facilities and Services used by Core pursuant to this Agreement, at a level of quality that is equal to that which ABC provides to itself, its Affiliates, and any third parties in accordance with the requirements of the Act. At a minimum, ABC shall provide, maintain, repair or replace its facilities and Services in accordance with the same technical criteria and service standards that are used within its own network on terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and Applicable Law.

41.2 ABC shall have the right to deploy, upgrade, migrate and maintain its network to the extent permitted by Applicable Law. Nothing in this Agreement shall limit ABC's ability to modify its network through the incorporation of new equipment or software or otherwise.

42. Territory

42.1 This Agreement applies solely to the geographic territory in which ABC operates as an Incumbent Local Exchange Carrier in the Commonwealth of Pennsylvania.

42.2 Notwithstanding any other provision of this Agreement, ABC may terminate this Agreement as to a specific operating territory or portion thereof if ABC sells or otherwise transfers its operations in such territory or portion thereof to a third-person. ABC shall provide Core with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice. After such termination, ABC shall be obligated to provide Services under this Agreement only within the remaining territory.

43. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

44. Filing of Agreement

The Parties understand and agree that this Agreement will be filed with the Commission.

45. 252(i) Obligations

To the extent required by law, each Party shall comply with section 252(i) of the Act.

46. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers, comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

47. No Waiver

Except as otherwise set forth in this Agreement, a failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options. The Parties acknowledge that ABC is a Rural Telephone Company as that term is defined in the Act. This Agreement does not affect and ABC does not waive any rights, including, but not limited to, the rights afforded a Rural Telephone Company under 47 USC Section 251(f). Nothing in this Agreement shall be construed to suggest any agreement by either Party that any of the terms and conditions, service arrangements, or network arrangements are actually required by Applicable Law or that any of the provisions in this Agreement would otherwise be subject to arbitration in Section 252 of the Act.

48. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

49. Entire Agreement

This Agreement and any Attachments, Exhibits, Schedules, or tariffs which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

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

ABC Telephone Company

Core Communications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
ADDITIONAL SERVICES

1. Dialing Parity - Section 251(b)(3)

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

2. Directory Listing and Directory Distribution

ABC will provide directory services to Core. Such services will be provided in accordance with the terms set forth herein.

2.1 Listing Information.

As used herein, "Listing Information" means a Core Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information ABC deems necessary for the publication and delivery of directories.

2.2 Listing Information Supply.

Core shall provide to ABC on a regularly scheduled basis, at no charge, and in a format required by ABC or by a mutually agreed upon standard, all Listing Information and the service address for each Core Customer whose service address location falls within the geographic area covered by the ABC directory. Core shall also provide to ABC on a daily basis, (a) information showing ABC Customers who have disconnected or terminated their service with Core; and (b) delivery information for each non-listed or non-published Core Customer to enable ABC to perform its directory distribution responsibilities.

2.3 Listing Inclusion and Distribution.

ABC shall include, on a nondiscriminatory basis and consistent with any obligations it may have under Applicable Law, each Core Customer's Primary Listing in all appropriate alphabetical directories (both print and electronic) and, for business Customers, in the appropriate classified (Yellow Pages) directories in accordance with the directory configuration, scope and schedules determined by ABC in its sole discretion, and shall provide initial distribution of such directories to such Core Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of Core's Customers shall be interfiled with listings of ABC's Customers and the Customers of other LECs included in the ABC directories. Core shall pay the charges set forth in the Pricing Attachment for all Primary listings and additional alphabetical listings and other alphabetical services (e.g. caption arrangements) for Core's Customers. ABC will not require a minimum number of listings per order.

2.4 ABC Information.

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

2.5 Confidentiality of Listing Information.

ABC shall accord Core Listing Information the same level of confidentiality that ABC accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should ABC elect to do so, it may use or license Core Listing Information for directory publishing, direct marketing, or any other purpose for which ABC uses or licenses its own listing information, so long as ABC Customers are not separately identified as such. Core shall not be obligated to compensate ABC for ABC's use or licensing of Core Listing Information.

2.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Core Customer listings. At Core's request, ABC shall provide Core with a report, in a format specified by ABC, of all Core's Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. ABC shall process any corrections made by Core with respect to its listings, provided such corrections are received prior to the close date of the particular directory. Core shall pay ABC for the listing reports at the rates set forth in the Pricing Attachment.

2.7 Indemnification.

Core shall adhere to all practices, standards, and ethical requirements established by ABC with regard to listings. By providing ABC with Listing Information, Core represents to ABC that Core has the right to provide such Listing Information to ABC on behalf of its Customers. Core agrees to release, defend, hold harmless and indemnify ABC from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of ABC's publication or dissemination of the Listing Information as provided by Core hereunder.

2.8 Liability.

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

2.9 Directory Publication.

Nothing in this Agreement shall require ABC to publish a directory where it would not otherwise do so.

3. Intercept and Referral Announcements

3.1 When a Customer changes its service provider from ABC to Core, or from Core to ABC, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.

3.2 Referral Announcements shall be provided for a period of time for business Customers and residential Customers in accordance with the same time period and terms specified in ABC's tariff and/or pursuant to ABC's general business practices. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number. This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.

3.3 ABC Access to Information Related to Core Customers. ABC shall have the right to access, use and disclose information related to Core Customers that is in ABC's possession to the extent such access, use and/or disclosure has been authorized by the Core Customer in the manner required by Applicable Law.

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

ABC Telephone Company

Core Communications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT B

INTERCONNECTION ATTACHMENT

1. Scope of Traffic

This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of Local Traffic. Network Interconnection will be provided by the Parties at any mutually agreeable point within ABC's incumbent Local Exchange Carrier network within each LATA. It is Core's responsibility to establish an Interconnection Point at a point within ABC's incumbent local exchange carrier network. The Parties will utilize the interconnection method as specified below unless otherwise mutually agreed to in writing by the Parties.

1.1 The Parties agree that they will deliver to each other over the interconnection facilities the following traffic: (1) Local Traffic; (2) Core originated Local Traffic that is transited through ABC for delivery to telecommunications carriers that are listed in the LERG as subtending the ABC tandem; (3) Local Traffic originated by third party carriers that are listed in the LERG as subtending the ABC tandem and is transited by ABC and delivered to Core; and (4) Local Internet Traffic.

1.2 The Parties shall make available to each other two-way trunks for the two-way exchange of Local Traffic and Local Internet Traffic.

1.3 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the circumvention of the application of intrastate or interstate access charges by the other Party including, but not limited to, the resale to third parties or the assignment of NPA-NXX numbers associated with one Rate Center for Customers that obtain local exchange service in a different Rate Center. Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the arbitrage and/or circumvention of the application of intrastate access charges by the other Party through the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided. Telecommunications traffic to or from Customers that originates or terminates in areas other than those included in the calling scope of Local Traffic is beyond the scope of the agreement. All traffic that does not originate and terminate to Customers within the same local calling area of ABC is subject to originating and termination charges assessed by ABC pursuant to ABC's intrastate or interstate Switched Exchange Access Service tariffs regardless of whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call.

1.4 Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to Customers that obtain local exchange service in the Rate Center Areas associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas for the assignment of telephone numbers that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the Local Traffic exchanged pursuant to this Agreement; (d) assign whole NXX Codes to each Rate Center, or where applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) subject to section 4.2 below, provide Calling Party Number on Customer originated traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Agreement.

1.5 If either Party violates Section 1.4 above, the other Party shall be entitled to charge originating and terminating access charges as appropriate for traffic associated with such violations.

1.6 Both Parties agree only to deliver traffic to the other Party pursuant to and consistent with the terms of this Agreement. It shall be a default of this Agreement for a Party to deliver, over the connecting facilities, and traffic other than the traffic that is within the scope and consistent with the terms of this Agreement.

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

2. Methods for Interconnection and Trunk Types

2.1 Methods for Interconnection.

2.1.1 The Parties shall interconnect their networks within ABC's service area at the IP set forth in Appendix A.

2.1.1.1 Core shall be permitted to use a third party carrier's special access facility services for purposes of establishing interconnection with ABC at the IP. Core shall be responsible for the payment to any third party-carrier for special access charges for such facilities.

2.1.1.2 Core shall also be permitted to use a third party's switched transit services as the means to exchange Local Traffic and Local Internet Traffic with ABC at the IP provided that: (1) the third party carrier has in place contractual agreements with ABC which sets forth the terms and conditions under which the third party carrier will provide intermediary switched services for the exchange of traffic between the Parties pursuant to this Agreement; (2) Core is responsible for the costs associated with any charges the intermediary third party may assess for the transit services provided for the exchange of traffic between the Parties pursuant to this Agreement; and (3) the specific third party and the description of such third party arrangement is set forth in Appendix A. Moreover, the use of such third party switched transit services for the exchange of traffic between the Parties pursuant to this Agreement shall be limited to the condition that the total traffic between the Parties does not exceed one (1) DS-1 level volume of traffic. If the volume of traffic exceeds one (1) DS-1 level of traffic, ABC may provide notice to Core, and Core shall be required, within ninety (90) days after such notice, to provision either Core's own direct facilities to the IP or to provision special access facilities as set forth in Section 2.1.1.1. This Agreement does not require either Party to use the intermediary services of a third party.

2.1.2 Each Party shall make available to the other Party trunks at the IP over which the other Party can deliver traffic that is within the scope of this Agreement. Each Party is responsible for the costs and expenses on its side of the IP.

2.1.3 The Parties shall utilize the common channel out-of-band signaling (CCS) protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). The Parties currently utilize SS7 out-of-band signaling protocol and agree to continue to exchange traffic using SS7 signaling parameters including, but not limited to ISDN User Part ("ISUP"), Signaling Points including STPs, SSPs, and SCPs, and any other SS7 parameters necessary or desirable for the exchange of traffic.

2.1.3.1 The Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including Integrated Services Digital Network User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages, to facilitate full interoperability of all CLASS features and functions in their respective networks. The parties shall include the Jurisdiction Information Parameter ("JIP") in the Initial Address Message ("IAM"), containing a Local Exchange Routing Guide-assigned NPA-NXX (6 digits) identifying the originating switch on calls that they originate.

2.1.3.2 Neither Party shall intentionally substitute or generate incorrect ANI, CPN or SS7 parameters on traffic exchanged pursuant to this Agreement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered. In addition, the Parties acknowledge that a violation of this paragraph would cause the other Party to incur expenses to identify and correct the affected call records, and that such incidental expenses would be difficult to quantify; therefore, in lieu of recovery of such expenses, the offending Party shall pay the other Party liquidated damages of \$1.00 per affected call record.

2.2 Trunk Types.

In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

2.2.1 *Interconnection Trunks for the transmission and routing of Local Traffic and Local Internet Traffic.* The Parties agree that the Interconnection Trunk Groups will be installed and utilized as two-way.

2.2.2 *Tandem Transit Trunks for the transmission and routing of Tandem Transit Traffic.* The Parties agree that the Tandem Transit Trunks will be two-way trunks.

2.3 Trunk Arrangements.

2.3.1 For each trunk group with a utilization level of less than sixty percent (60%) for three consecutive months, unless the Parties agree otherwise, ABC may disconnect a sufficient number of the available trunks to attain a utilization level of approximately sixty percent (60%), however, the trunks will be grouped in multiples of 24 trunks for the purpose of determining utilization levels. The minimum utilization level of sixty percent (60%) is not required until trunk groups have been in service for at least six (6) months.

2.3.3 All trunks shall utilize SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available. Should ABC determine that the Parties are exchanging traffic on the Interconnection Trunks to and from any single ABC end office in an amount sufficient to justify the installation of direct end office Interconnection Trunks to that end office, ABC may at its sole discretion require Core to rearrange its Interconnection Trunk group by installing direct end office Interconnection Trunks to that end office, such rearrangement shall not constitute the establishment of a new IP, and each Party will remain responsible for all expenses on its side of the IP.

2.4 Two-Way Trunk Performance Standards.

2.4.1 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on two-way trunks to determine the need for new trunk groups and to plan any necessary changes in the number of trunks.

2.4.3 The performance standard for two-way trunk groups shall be that no such trunk group will exceed its design blocking objective for three (3) consecutive calendar traffic study months.

2.4.4 Core shall determine and order the number of two-way trunks that are required to meet the applicable design-blocking objective for all traffic carried on each two-way trunk group. Core shall order two-way trunks by submitting ASRs to ABC and any applicable third party, setting forth the number of two-way trunks to be installed and the requested installation dates within ABC's effective standard intervals or negotiated intervals, as appropriate. Core shall populate all applicable fields in ASRs in accordance with OBF Guidelines as in effect from time to time.

2.4.5 ABC may (but shall not be obligated to) monitor two-way trunk groups using service results for the applicable design blocking objective. If ABC observes blocking in excess of the applicable design objective on any two-way trunk group and Core has not notified ABC that it has corrected such blocking, ABC may submit to Core a Trunk Group Service Request directing Core to remedy the blocking. Upon receipt of a Trunk Group Service Request, Core will issue an ASR to augment the two-way interconnection trunk group with excessive blocking and submit the ASR to ABC and any applicable third party within five (5) Business Days.

2.4.6 The Parties will review all two-way trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. Core will promptly augment all two-way trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each two-way trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Core will promptly submit ASRs to disconnect a sufficient number of trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the two-way trunks should not be disconnected. In the event Core fails to submit an ASR for two-way trunks in conformance with this section, ABC may bill Core for the excess trunks at the applicable ABC tariff rates.

2.4.7 Because ABC will not be in control of when and how many two-way trunks are established between its network and Core's network, ABC's performance in connection with these two-way trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

3. Trunk Provisioning

3.1 Trunk Group Provisioning.

3.1.1 Both Parties shall use either a DS-1 or DS-3 facilities interface at the IP. When and where an STS-1 interface is available, the Parties may agree to use such an interface. Upon mutual agreement, the Parties may agree to use an optical interface (such as OC-n).

3.1.2 When trunks are provisioned using a DS-3 facility interface, then Core shall order the multiplexed DS-3 facilities to the IP. Each Party will identify its Carrier Identification Code, a three or four digit numeric

code obtained from Telcordia, to the other Party when ordering a trunk group.

3.1.3 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

3.1.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives.

3.2 Switching System Hierarchy and Trunking Requirements.

For purposes of routing Core traffic to ABC, the subtending arrangements between ABC Tandem Switches and ABC End Office Switches shall be the same as the Tandem/End Office subtending arrangements ABC maintains for the routing of its own or other carriers' traffic. For purposes of routing ABC traffic to Core, the subtending arrangements between Core Tandem Switches and Core End Office Switches shall be the same as the Tandem/End Office subtending arrangements that Core maintains for the routing of its own or other carriers' traffic.

3.3 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 12.

4. Traffic Measurement and Billing over Interconnection Trunks

4.1 Each Party, at its own expense, reserves the right to audit all traffic and any associated billing as specified in this Section of the Agreement, up to a maximum of two audits per calendar year to ensure that only Local Traffic and Local Internet Traffic are being routed on the Interconnection Trunks and that rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

4.2 To the extent technically feasible, each Party shall pass Calling Party Number (CPN) information on each call. For those Customer's whose premise equipment is unable to populate the CPN in the call detail record, each party shall populate the CPN field with the Customer's billing number. The Parties agree that they will not populate the CPN field in the call detail record with a wholesale Customer's billing or local routing number but will utilize the final Customer's CPN or billing number.

4.2.1 Where possible, actual call detail records including the CPN, will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify traffic delivered by the other Party as either Local Traffic, Local Internet Traffic or traffic that is not within the scope of this Agreement.

4.2.2 When a terminating Party receives insufficient call detail or the CPN is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN of sufficient detail is greater than 90% the total calls delivered, the calls without sufficient detail or CPN will be presumed to be in the same proportion as the calls within the more than 90 percent that can be identified. If a traffic delivered by one Party to the other Party has CPN on fewer than 90% of the calls, the terminating Party may provide written notice of a billing dispute to the other Party delivering such calls below the 90 percent threshold. Upon such notice, the Party delivering the traffic to the other Party (the "Delivering Party") shall have 30 days to investigate and correct the lack of CPN and report the date the problem was corrected to the other Party (the "Terminating Party"). If the problem cannot be repaired within 30 days of the written notice to bring the delivered traffic without CPN to fewer than 10% of total calls, the Terminating Party will bill all traffic without CPN as intrastate Access traffic until such time as the traffic without CPN is fewer than 10% of total traffic.

4.3 Core agrees that it is responsible for all the Interconnection facility charges due ABC for the Transit Trunk group facilities within the ABC service area.

5. Local Traffic and Local Internet Traffic

5.1 Reciprocal Compensation for Local Traffic.

5.1.1 Reciprocal Compensation applies only to Local Traffic as defined in this Agreement.

5.1.2 The specific compensation terms and conditions set forth in this Section of the Agreement for Local Traffic are related to, specifically dependent on, and limited to the provision of Local Exchange

Service to Customers for the exchange of Local Traffic that originates and terminates solely within those areas as defined for Local Traffic in Section 2.41 of Part A. The specific compensation terms are also dependent on the application of all other terms and conditions set forth in this Agreement. The specific compensation terms and conditions set forth in this Section are not applicable to any other kind of traffic or for traffic that originates or terminates in areas outside the scope of Local Traffic as defined in this Agreement.

5.1.3 The Parties agree that the nature of the Local Traffic to be exchanged between the Parties and all other mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that the relative obligations and consideration are sufficiently in balance between the Parties such that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of Local Traffic within the scope of this Agreement. The compensation terms and conditions set forth in this section are specifically related to and dependent on all of the provisions of Section 5.1.2 and any other terms and conditions of this Agreement.

5.2 Traffic Not Subject to Reciprocal Compensation.

5.2.1 Reciprocal Compensation shall not apply to the following: (1) any Internet Traffic; (2) interstate or intrastate Exchange Access or exchange services for Exchange Access; (3) intraLATA Toll Traffic or interLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (4) Switched Exchange Access Service traffic; (5) Optional Extended Local Calling Area Traffic; or (6) Tandem Transit Traffic. Reciprocal Compensation Traffic does not apply to traffic either originated from or terminated to a Party's Customer, where the Customer location is physically located outside of the geographic area that has been identified as the Rate Center Area associated with a particular NPA-NXX.

5.2.2 The determination of whether Telecommunications traffic is Switched Exchange Access Service traffic shall be based upon the tariff of the incumbent LEC that serves the geographic area in which the originating Rate Center Area is located.

5.3 Treatment of Internet Traffic.

5.3.1 The Parties agree to transport and switch Internet Traffic in the manner described below in this section subject to amendment upon written agreement of the Parties.

5.3.2 The Parties acknowledge that under current network and service arrangements, some Internet Traffic may be switched and transported as if Local Internet Traffic is Local Traffic. The Parties will treat Local Internet Traffic under the following conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this Local Internet Traffic. The switching and transport of Local Internet Traffic over the Interconnection Trunk facilities by either Party, however, will not be deemed or construed by either Party as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which Local Internet Traffic is or may be treated is determined with finality by an appropriate regulatory or legal body, or in the event that any final and non-appealable action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of Local Internet Traffic pursuant to this section is unlawful, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of Local Internet Traffic between the Parties. The Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to, the mutual exchange of Local Internet Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the Agreement set forth above, neither Party will owe a net due amount to the other Party for terminating Local Internet Traffic including, but not limited to, compensation for switching, transport or termination of Local Internet Traffic until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic.

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

5.3.4 Where the public switched network, local exchange facilities and/or services of either Party are

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

6. Reserved for Future Use

7. Tandem Transit Traffic

Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its End Users to the End Users of a third party telecommunications carrier without the consent and agreement of all parties. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party. This Agreement does not obligate either Party to provide Tandem Transit Traffic Services.

7.1 Tandem Transit Traffic shall be routed over the Tandem Transit Trunks described in Appendix A. Core shall deliver Tandem Transit Traffic to ABC with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.

7.2 Core shall pay ABC for Transit Traffic that Core originates at the rate specified in the Pricing Attachment and Appendix A.

7.3 In no case will ABC be required to continue to provide Tandem Transit Traffic Services for local Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of local Tandem Transit Traffic to be delivered to the CLEC, ILEC, CMRS carrier, or other LEC exceeds one (1) DS-1 level volume of calls per CLEC, ILEC, CMRS carrier, or other LEC per ABC tandem serving area for a period of three consecutive months.

7.4 If or when a third party carrier's Central Office subtends a Core Central Office, then Core shall offer to ABC a service arrangement equivalent to or the same as Tandem Transit Service provided by ABC to Core as defined in this Section such that ABC may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a Core Central Office ("Reciprocal Tandem Transit Service"). Core shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section.

7.5 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

8. Number Resources, Rate Center Areas and Routing Points

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.

8.2 During the term of this Agreement, Core shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for ABC and any other incumbent Local Exchange Carriers within the serving area. Core shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the telecommunications industry adopts alternative methods of utilizing NXXs.

8.3 It shall be the responsibility of each Party to program and update its own switches and network systems. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

9. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

9.1 Joint Network Implementation and Grooming Process.

9.1.1 Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia: (1) standards to ensure that Interconnection Trunks and Tandem Transit Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within ABC's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards; (2) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects; (3) disaster recovery provision escalations; and (4) such other matters as the Parties may agree.

9.1.2 Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a P.01 Grade of Service.

9.2 Installation, Maintenance, Testing and Repair.

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

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

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

9.2.3 Billing for maintenance service by either party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in ABC's intrastate access tariff.

9.3 Forecasting Requirements for Trunk Provisioning.

Within ninety (90) days of executing this Agreement, Core shall provide ABC a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from ABC over each of the Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to ABC on an as-needed basis but no less frequently than semiannually.

9.4 Initial Forecasts/Trunking Requirements.

Because ABC's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom Core decides to market its services, ABC will be largely dependent on Core to provide accurate trunk forecasts for both inbound (from ABC) and outbound (to ABC) traffic. At ABC's discretion, when Core expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, ABC may provide the number of trunks Core suggests; provided, however, that in all cases ABC's provision of the forecasted number of trunks to Core is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and Core's previous forecasts have proven to be reliable and accurate.

9.4.1 Monitoring and Adjusting Forecasts. ABC will, for ninety (90) days, monitor traffic on each trunk group that it establishes at Core's suggestion or request pursuant to the procedures identified in this Section. At the end of such ninety (90) day period, ABC may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced subject to the limitations in Section 2.3 and Section 2.4 of this Interconnection Attachment.

9.4.2 In subsequent periods, ABC may also monitor traffic for ninety (90) days on additional trunk groups that Core suggests ABC to establish.

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

10.1 Scope.

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

Service provider number portability ("SPNP") is a service arrangement by, between, and among local exchange carriers which allows an existing Customer to obtain local exchange service from a different local exchange service provider and retain its then existing telephone number at a location within the same rate center area. The Parties agree that they will only send a request to the other Party, requesting to port a number, under the following conditions: (a) the requesting Party will be providing Telephone Exchange Service to that Customer in the same rate center area in which the Customer currently obtains Telephone Exchange service; (b) the Requesting Party will be providing Telephone Exchange Service to that Customer pursuant to a valid Certificate of Authority issued by the Pennsylvania Public Utility Commission (PA PUC); and (c) the requesting Party agrees, represents and warrants that the PA PUC has full regulatory authority over the requesting Party's Telephone Exchange Service provided to that particular Customer for which the port has been requested. The Parties agree that they will not seek to port numbers from the other Party on behalf of any other service provider. SPNP is the arrangement under which the Parties will provide long-term number portability.

10.2 Procedures for Providing LNP ("Long-term Number Portability")

10.2.1 The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis. LNP shall only be provided within the geographic Rate Center Area associated with the ported number and shall not be provided across Rate Center Area boundaries. LNP shall not be provided for the purpose of avoiding toll or long distance charges.

10.2.2 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. Party B shall be charged and shall pay to Party A either the Basic Initial LSR Service Order Charge or the Basic Subsequent Service Order Charge as set forth in Appendix A. When a ported telephone number becomes vacant; e.g., the telephone number is not longer in service by the original end user, the ported telephone number will be released back to the Local Service Provider owning the switch with which the NXX block associated with the ported number was assigned originally by the North American Numbering Plan Administrator.

10.2.3 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

10.2.4 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.

10.2.5 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

10.2.6 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

10.2.7 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except

as noted below, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es).

10.2.8 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

10.2.9 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

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

ABC Telephone Company

Core Communications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT C

PRICING

1. General

1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.

1.2 The Charges for a Service shall be the charges for Services as detailed in this Attachment or Appendix A, as applicable.

1.3 In the absence of Charges for a Service established pursuant to this Section, the Charges shall be as stated in Appendix A of this Pricing Attachment.

1.4 In the absence of Charges for a Service established pursuant to this Section, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.

1.5 In the absence of Charges for a Service established pursuant to this Section, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.

1.6 In the absence of Charges for a Service established pursuant to this Section, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Core Prices

Notwithstanding any other provision of this Agreement, the Charges that Core bills ABC for Core's Services shall not exceed the Charges for ABC's comparable Services.

3. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding in which the FCC, the Commission or other governmental body with appropriate jurisdiction is asked to reduce such Charges and to order a refund of any amounts paid in excess of any Charges that are reduced).

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

ABC Telephone Company

Core Communications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A
ABC TELEPHONE COMPANY and CORE COMMUNICATIONS, INC.

A. Designation of the IP(s):

B. Local Traffic Termination

To be added pursuant to the terms of this Agreement

C. Tandem Transit arrangements for Tandem Transit Traffic between Core and carriers other than ABC that subtend a ABC Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)

- Tandem Transit Trunking Arrangement:
- Tandem Transit Trunking Charges by ABC to Core:
- Tandem Switching & Transport= \$.xxxxx/MOU for Core Originated Tandem Transit Traffic

D. LSR Ordering Charges for LNP activity

- Basic Initial LNP Service Order Charge = \$xxx.xx per each initial request by one Party to the other Party per LNP request per Customer -- To be billed to and paid by the requesting Party.
- Basic Subsequent LNP Service Order Charge = \$xxx.xx per each time the requesting Party submits a revised request per LNP request per Customer -- To be billed to and paid by the requesting Party.

E. DIRECTORY LISTINGS & BOOKS

1. Directory Listing Report
 - Annual directory validation listing report \$_____ to be billed to and paid by Core to ABC
 - Initial Request separate request \$_____ to be billed to and paid by Core to ABC
 - Subsequent Requests \$_____ to be billed to and paid by Core to ABC
2. For each telephone number listed (i.e., published) in the White Page Directory and/or in the Yellow Page Directory - a monthly charge equal to ABC's costs or charges to ABC from outside vendor for each such listing:
 - \$x.xx per month per listing to be billed to and paid by Core to ABC
3. Other Tariffed Directory Listing Services
 - As Applicable per ABC Pa PUC
 - Listing/Database charge - \$.XXX
4. As Applicable per ABC-PAPUC No.____
 - Books & delivery (annual home area directories only) --- No charge for normal number of books delivered to Customers; additional delivery or bulk delivery per separate arrangement between ABC and Core.

F. Designation of Third Party interconnection Arrangements.

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

ABC Telephone Company

Core Communications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 8

Chris Van de Verg

From: "Chris Van de Verg" <chris@coretel.net>
To: <parmstrong@ttanlaw.com>
Cc: "Gina Matz" <rmatz@ttanlaw.com>
Sent: Tuesday, November 22, 2005 2:30 PM
Subject: Re: Core Communications, Inc.

Patty,

If you will provide me with a Word version of the draft Agreement, I can provide you with a redline within a week or so. Once you have Core's redline and a chance to review it, we should schedule a call to go through any issues.

Thanks,
--Chris

RECEIVED

JAN 25 2006

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

----- Original Message -----

From: parmstrong@ttanlaw.com
To: Christopher Van de Verg
Cc: Gina Matz
Sent: Wednesday, October 19, 2005 1:08 PM
Subject: Core Communications, Inc.

Chris:

Attached in PDF format is our letter to you as well as a draft Agreement. A hard copy will follow by first class mail.

Patty

Vickie Joseph
Secretary to Patricia Armstrong
THOMAS, THOMAS, ARMSTRONG & NIESEN
212 Locust Street, Suite 500
P.O. Box 9500
Harrisburg, PA 17108-9500
717-255-7606

NOTICE: This e-mail message contains information that is confidential, may be protected by the attorney/client or other privilege and may constitute non-public information. It is intended to be conveyed only to the recipient (s) name above. If you or your office has received this e-mail in error, please delete it and immediately notify the sender by calling 717-255-7600. Thank you.

Chris Van de Verg

From: "Chris Van de Verg" <chris@coretel.net>
To: <parmstrong@ttanlaw.com>
Cc: "Gruin, Michael" <mgruin@aghweb.com>; "Renardo Hicks" <rhicks@aghweb.com>; "Regina Matz" <rmatz@ttanlaw.com>
Sent: Tuesday, November 29, 2005 4:02 PM
Subject: Fw: Core Communications, Inc.

Patty,

Please forward me a Word version of the RTCC ICA proposal to Core.

Thanks,
--Chris

----- Original Message -----

From: Chris Van de Verg
To: parmstrong@ttanlaw.com
Cc: [Gina Matz](#)
Sent: Tuesday, November 22, 2005 2:30 PM
Subject: Re: Core Communications, Inc.

Patty,

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Thanks,
--Chris

----- Original Message -----

From: parmstrong@ttanlaw.com
To: [Christopher Van de Verg](#)
Cc: [Gina Matz](#)
Sent: Wednesday, October 19, 2005 1:08 PM
Subject: Core Communications, Inc.

Chris:

Attached in PDF format is our letter to you as well as a draft Agreement. A hard copy will follow by first class mail.

Patty

Vickie Joseph
Secretary to Patricia Armstrong
THOMAS, THOMAS, ARMSTRONG & NIESEN
212 Locust Street, Suite 500
P.O. Box 9500
Harrisburg, PA 17108-9500

Chris Van de Verg

From: "Patricia Armstrong" <parmstrong@ttanlaw.com>
To: "Chris Van de Verg" <chris@coretel.net>
Cc: "'Gruin, Michael'" <mgruin@aghweb.com>; "'Renardo Hicks'" <rhicks@aghweb.com>; "'Regina Matz'" <rmatz@ttanlaw.com>
Sent: Tuesday, November 29, 2005 4:06 PM
Attach: NEW CLEAN 10-18 ABC to Core.doc
Subject: RE: Core Communications, Inc.

It was sent to you last week - on Tuesday - the same day you asked for it. I have attached the latest version of it - which cleans up some spacing and formatting issues from what was sent to you last week. Also - note you can easily convert from PDF to Word

From: Chris Van de Verg [mailto:chris@coretel.net]
Sent: Tuesday, November 29, 2005 4:03 PM
To: parmstrong@ttanlaw.com
Cc: 'Gruin, Michael'; Renardo Hicks; Regina Matz
Subject: Fw: Core Communications, Inc.

Patty,

Please forward me a Word version of the RTCC ICA proposal to Core.

Thanks,
--Chris

----- Original Message -----

From: Chris Van de Verg
To: parmstrong@ttanlaw.com
Cc: Gina Matz
Sent: Tuesday, November 22, 2005 2:30 PM
Subject: Re: Core Communications, Inc.

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Thanks,
--Chris

----- Original Message -----

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To: Christopher Van de Verg
Cc: Gina Matz
Sent: Wednesday, October 19, 2005 1:08 PM
Subject: Core Communications, Inc.

Chris:

Chris Van de Verg

From: "Chris Van de Verg" <chris@coretel.net>
To: "Patricia Armstrong" <parmstrong@ttanlaw.com>
Cc: "'Gruin, Michael'" <mgruin@aghweb.com>; "'Renardo Hicks'" <rhicks@aghweb.com>; "'Regina Matz'" <rmatz@ttanlaw.com>
Sent: Tuesday, November 29, 2005 4:16 PM
Subject: Re: Core Communications, Inc.

Thanks Patty. I did not see the email last week.

I've tried to convert from PDF to Word before. Although it is easy to do from a mechanical point of view, the formatting (especially in a complex document like an ICA) always gets screwed up somehow.

I will have a markup to you later this week or early next week.

Regards,
 --Chris

----- Original Message -----

From: Patricia Armstrong
To: 'Chris Van de Verg'
Cc: 'Gruin, Michael'; 'Renardo Hicks'; 'Regina Matz'
Sent: Tuesday, November 29, 2005 4:06 PM
Subject: RE: Core Communications, Inc.

It was sent to you last week - on Tuesday - the same day you asked for it. I have attached the latest version of it - which cleans up some spacing and formatting issues from what was sent to you last week. Also - note you can easily convert from PDF to Word

From: Chris Van de Verg [mailto:chris@coretel.net]
Sent: Tuesday, November 29, 2005 4:03 PM
To: parmstrong@ttanlaw.com
Cc: 'Gruin, Michael'; Renardo Hicks; Regina Matz
Subject: Fw: Core Communications, Inc.

Patty,

Please forward me a Word version of the RTCC ICA proposal to Core.

Thanks,
 --Chris

----- Original Message -----

From: Chris Van de Verg
To: parmstrong@ttanlaw.com
Cc: Gina Matz
Sent: Tuesday, November 22, 2005 2:30 PM
Subject: Re: Core Communications, Inc.

Patty,

APPENDIX 9

Chris Van de Verg

From: "Chris Van de Verg" <chris@coretel.net>
To: <parmstrong@ttanlaw.com>
Cc: "Regina Matz" <rmatz@ttanlaw.com>; "Mike Gruin" <mag@stevenslee.com>; "Rick Hicks" <rlh@stevenslee.com>
Sent: Tuesday, December 06, 2005 10:54 AM
Attach: NEW CLEAN 10-18 ABC to Core--markup.doc
Subject: Core's Redline of RTCC's ICA Proposal

Patty,

Attached is Core's redline counterproposal to RTCC's ICA proposal.

I would like to schedule a time for us to walk through the agreement and identify issues which can (or can not) be resolved through negotiation. I am generally available next week (except for Wednesday) as well as the following week.

Regards,
--Chris

RECEIVED

JAN 25 2006

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

AGREEMENT

by and between

ABC TELEPHONE COMPANY

and

CORE COMMUNICATIONS, INC.

PREFACE

This Agreement ("Agreement") shall be deemed effective upon approval by the Commission (the "Effective Date"), between ABC Telephone Company ("ABC"), a corporation organized under the laws of the Commonwealth of Pennsylvania, with offices at _____, and Core Communications, Inc. ("Core"), a corporation organized under the laws of the State of Maryland with offices at 209 West Street, Suite 302, Annapolis, MD 21401 (Core and ABC may be referred to hereinafter, each, individually as a "Party," and, collectively, as the "Parties").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purpose of transmission and termination of Telecommunications traffic that is within the scope of this Agreement, and

~~WHEREAS, the interconnection between the Parties will allow the Customers of each Party to complete local calls to the Customers of the other Party within the local calling area of ABC ("Local Interconnection"); and~~

WHEREAS, the nature of the interconnection arrangement between the Parties established pursuant to this Agreement is of mutual benefit to both Parties and is intended to fulfill their needs to exchange ~~Local Traffic~~ telephone exchange service and exchange access traffic.

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

PART A
GLOSSARY OF TERMS

1. General Rule

Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in this Agreement, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in this Agreement, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of this Agreement may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.

Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.

2. Definitions

2.1 "Access Services" refers to interstate and intrastate switched access and private line transport services.

2.2 "Act" means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended from time to time (including, but not limited to, by the Telecommunications Act of 1996).

2.3 "Affiliate" shall have the meaning set forth in the Act.

2.4 "Agent" shall include an agent or servant.

2.5 "Agreement" means this Agreement, as defined in Part B, Section 1 of the General Terms and Conditions.

2.6 "Ancillary Traffic" means all traffic that is destined to provide Services ancillary to Telecommunications Services, or that may have special routing or billing requirements, including but not limited to the following: 911/E911, Operator Services, Directory Assistance, third party (except for that third party traffic that is specifically addressed in this Agreement), collect and calling card database query and Service, 800/888 database query and Service, CNAM, LIDB, and voice information Service.

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

2.8 "Business Day" means Monday through Friday, except for ABC's holidays.

2.9 "Calendar Quarter" means January through March, April through June, July through September, or October through December

2.10 "Calendar Year" means January through December.

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

2.12 "Central Office" or "CO" refers to 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 ("NXXs"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.13 "Central Office Switch" refers to a switch used to provide Telecommunications Services, including, but not limited to, End Office and Tandem Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

2.14 "Commission" shall mean the Pennsylvania Public Utility Commission.

2.15 "Common Channel Signaling" or "CCS" refers to 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 carry the actual voice or data content of the call. ~~The CCS currently used by the Parties is SS7.~~

2.16 "Common Language Location Identifier" or "CLLI Code" refers to a code developed by Telcordia Technologies as a method of identifying physical locations and equipment such as buildings, Central Offices, poles and antennas. There are three (3) basic formats for CLLI Codes: network entity, network support site, and customer site.

2.17 "Competitive Local Exchange Carrier" or "CLEC" refers to any Local Exchange Carrier providing Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier ("ILEC"). Core is a CLEC.

2.18 "Customer" or "End User" means a third party residential or business end user of Telephone Exchange Services provided by either of the Parties.

2.19 "Customer Proprietary Network Information" or "CPNI" is as defined in the Act.

2.20 "Day" means calendar days unless otherwise specified.

2.21 "End Office Switch" or "End Office" means a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

~~2.22 "Enhanced Services" shall mean services offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the Customer's transmitted information; provide the Customer with additional, different, or restructured information; or involve Customer interaction with stored information." Information Services" shall mean the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.~~

~~2.23 "Enhanced Information Service Provider" or "EISP" shall mean a provider of Enhanced Information Services.~~

2.24 "Entrance Facility" shall mean the facilities between a Party's designated premises and the Central Office serving that designated premises.

2.25 "FCC" shall mean the Federal Communications Commission.

2.26 "Incumbent Local Exchange Carrier" or "ILEC" shall have the meaning stated in the Act.

2.27 "Interexchange Carrier" or "IXC" means a Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

2.28 "Internet" means the collective international network of interoperable public, private, managed and non-managed computer and Telecommunications facilities, including both hardware and software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/Internet Protocol (TCP/IP), or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wireline or wireless connections.

2.29 "Internet Protocol" refers to a standard networking protocol that provides information transmission across interconnected networks, between computers with diverse hardware architectures and various operating systems, and keeps track of Internet addresses for different nodes, routes outgoing information and recognizes incoming information.

2.30 "Internet Service Provider" or "ISP" is a vendor who provides access for Customers (companies and private individuals) to the Internet and the World Wide Web for Telecommunication Services or other means, but does not include a common carrier to the extent that it provides common carrier services.

"ISP Bound Traffic" means traffic delivered by a local exchange carrier to an ISP.

"ISP Forbearance Order" means the Federal Communications Commission's Order in WC Docket No. 03-171, released on October 18, 2004.

"ISP Remand Order" means the Federal Communications Commission's Order on Remand & Report and Order in CC Docket Nos. 96-98 & 99-98, released on April 27, 2001.

~~2.31 "Internet Traffic" or "ISP Bound Traffic" means dial-up ISP traffic that is originated and dialed by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP within ABC's local serving area as defined by the effective local exchange tariff(s) of ABC, including mandatory local calling scope arrangements established and defined by the Commission ("Local Internet Traffic"). A mandatory local calling scope arrangement is an arrangement that provides End Users a local calling scope, i.e. Extended Area Service ("EAS"), beyond the End User's basic exchange serving area. Therefore Local Internet Traffic, for purposes of this Agreement, includes both intra-exchange calls and EAS calls originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP.~~

2.32 "IntraLATA Traffic" means telecommunications traffic that originates and terminates within the same LATA.

~~2.33 "Interconnection Point" or "IP" means the location on the incumbent LEC network of ABC at which the connection is made by Core for the exchange of Local Traffic between the Parties.~~

2.34 "Local Access and Transport Area" or "LATA" shall have the meaning set forth in the Act.

2.35 "Local Exchange Carrier" or "LEC" shall have the meaning set forth in the Act.

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

2.37 "Local Number Portability ("LNP")" means the ability of Customers of Telecommunications Services to retain, within the same geographic Rate Center Area associated with the Customer's NPA-NXX code, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

2.38 "Local Service Request" ("LSR") means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.

~~2.39 "Local Traffic" or "Subject Traffic" means traffic that is originated by an End User of one Party on that Party's network and terminates to an End User of the other Party on that other Party's network within ABC's local serving area as defined by the effective local exchange tariff(s) of ABC, including mandatory local calling scope arrangements established and defined by the Commission. A mandatory local calling scope arrangement is an arrangement that provides End Users a local calling scope; i.e. Extended Area Service ("EAS"), beyond the End User's basic exchange serving area. Therefore Local Traffic, for purposes of this Agreement, includes both intra-exchange calls and non-optional EAS calls, and does not include any optional extended local scope service arrangement. For this purpose, Local Traffic does not include any ISP Bound Traffic.~~

2.40 "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.

2.41 "Numbering Plan Area ("NPA")" (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits 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 (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

2.42 "NXX," "NXX Code," "NNX," "COC," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.

2.43 "Proprietary Information" shall have the same meaning as Confidential Information.

2.44 "Providing Party" means a Party offering or providing a Service to the other Party under this Agreement.

2.45 "Purchasing Party" means a Party requesting or receiving a Service from the other Party under this Agreement.

2.46 "Rate Center Area" refers to the geographic area that has been identified as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

2.47 "Rate Center Point" refers to a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic.

2.48 "Reciprocal Compensation" means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, costs incurred for the transport and termination of Subject Traffic originating by the Customers of one Party on that Party's network and terminating to the Customers of the other Party on that other Party's network.

"Section 251(b)(5) Traffic" means (1) telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, or exchange services for such access (see FCC Order on Remand, 34, 36, 39, 42-43); and/or (2) telecommunications traffic exchanged by a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47 CFR § 24.202(a).

2.49 "Service" means any Interconnection arrangement, Telecommunications Service, or other service, facility or arrangement, offered by a Party under this Agreement.

2.50 "Signaling System 7" or "SS7" refers to the common channel out-of-band signaling protocol (CCS) developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). ~~Core and ABC currently utilize this out-of-band signaling protocol.~~

2.51 "Subsidiary" means a corporation or other person that is controlled by a Party, controls a Party, or is under common control with a Party.

2.52 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.53 "Synchronous Optical Network ("SONET") is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).

2.54 "Tandem Switch" means a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

2.55 "Tandem Transit Traffic" or "Transit Traffic" includes Telephone Exchange Service traffic that originates on one Party's network, and is transported through the other Party's tandem switch to a third-party's network, including, but not limited to, a CLEC, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant other Party's tandem switch to which the originating Party delivers such traffic. Transit Traffic also includes Telephone Exchange Service that originates on a third party's network, including but not limited to a CLEC, CMRS carrier, or other LEC that is transported through one Party's tandem switch and delivered to the other Party.

2.56 "Tandem Transit Trunks" means those trunks as referenced in Section 2 of the Interconnection Attachment.

2.57 "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

2.58 "Telcordia Technologies" refers to Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).

2.59 "Telecommunications" is as defined in the Act.

2.60 "Telecommunications Carrier" shall have the meaning set forth in the Act.

2.61 "Telecommunications Services" shall have the meaning set forth in the Act.

2.62 "Telephone or Local Exchange Service" shall have the meaning set forth in the Act.

2.63 "Transit Service" means the delivery of Transit Traffic.

2.64 "Voice over Internet Protocol Traffic" or "VOIP Traffic" is voice communications traffic that utilizes Internet Protocol format for some or all of the transmission of the call.

2.65 "Wire Center" means a building or portion thereof which serves as the premises for one or more Central Office Switches and related facilities.

PART B

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Core and ABC hereby agree as follows:

1. Scope of this Agreement

1.1 This Agreement includes: (a) the Principal Document, including Attachments A through C; and (b) a written Order by a Party that has been accepted in writing by the other Party. This Agreement specifies the rights and obligations of each Party with respect to the establishment of Local Interconnection within the incumbent service area of ABC. Certain terms used in this Agreement shall have the meanings defined in the Glossary of Terms, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the General Terms and Conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

1.2 Except as otherwise expressly provided in the Agreement, any conflict between the provisions in the Agreement and any attachments, exhibits and documents attached to it or referenced within shall be resolved in favor of the attachment, exhibit or document. The fact that a provision appears in the Agreement but not in a document outside of this Agreement, or in a document outside of this Agreement but not in the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section.

1.3 Except as otherwise provisioned in the Agreement, the Agreement may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

1.4 In connection with this Agreement, a Party may purchase services from the other Party pursuant to that other Party's Tariff. In such instances, the rates, terms, and conditions of the other Party's Tariff shall apply.

2. Reserved for Future Use

3. Regulatory Approvals

3.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval within thirty (30) Days after obtaining the last required Agreement signature. Core and ABC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

3.2 In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses Applicable Law and such changes to Applicable Law require that this Agreement be amended, either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect any pricing, terms and conditions required by any such Amended Rules.

3.3 ~~Notwithstanding any other provision of the Agreement, neither Party shall be obligated to offer or provide any service, facility, or interconnection arrangement to the other Party that is not required by the Act or under controlling regulatory requirements. Notwithstanding anything contained in this Agreement,~~

~~but without limiting any other right either Party may have under this Agreement, either Party may cease providing a service, facility, or interconnection arrangement that is not required by the Act or under controlling regulatory requirements. To the extent that some service, facility, or interconnection arrangement provided by one Party to the other Party under this Agreement is determined not to be required under the Act or under controlling regulatory requirements, then the providing Party upon 90 days written notice to the other Party may discontinue the provision of such service, facility, or interconnection arrangement. To the extent the discontinued service or interconnection arrangement is available under prevailing tariffs from the Providing Party, then the Purchasing Party, may, at its option, obtain such services, facilities, or interconnection arrangements pursuant to the terms of such tariffs. Prior to any discontinuance of service, the Parties will seek to amend this Agreement.~~

4. Term and Termination

4.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect for a period of ~~1 year (12) months~~ four (4) years after the Effective Date of this Agreement (the "Initial Term"). Thereafter, this Agreement shall renew automatically for successive six (6) month terms, commencing on the termination date of the initial term or latest renewal term and continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

4.2 Either ABC or Core may terminate this Agreement effective upon the expiration of the Initial Term or subsequent renewal term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

4.3 In the event of such termination, those service arrangements made available under this agreement and existing at the time of termination shall continue without interruption under (a) a new agreement executed by the Parties, (b) tariff terms and conditions of the Parties, or if neither of the above is available, under the terms of this Agreement on a month-to-month basis until such time as (a) or (b) becomes available, ~~but under no circumstance shall such terms continue for more than 180 days after the termination date.~~

4.4 If either ABC or Core provides notice of termination pursuant to Section 4 and by 11:59 PM Eastern Time on the proposed date of termination neither ABC nor Core has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate, and (b) the Services being provided under this Agreement at the time of termination will be terminated in accordance with the requirements of the Commission and Applicable Law.

5. Attachments

The following Attachments are a part of this Agreement:

- Additional Services Attachment
- Interconnection Attachment
- Pricing Attachment

6. Applicable Law

6.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the Commonwealth of Pennsylvania, including but not limited to the Act, the rules, regulations and orders of the FCC and the Commission, and any orders and decisions of a court of competent jurisdiction ("Applicable Law"). All disputes relating to this Agreement shall be resolved through the application of such laws.

6.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

6.3 Neither Party shall be liable for any delay or failure in performance caused or required by Applicable Law, or the acts or failures to act of any governmental entity or official to the extent such acts or failures to act were not caused or solicited by either Party and/or comply with Applicable Law.

6.4 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

6.5 If any final and unstayed legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

7. Assignment

7.1 Except as provided below, any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, and the assigning Party shall remain responsible for all obligations hereunder.

7.2 Either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, an Affiliate of that Party without consent of the other Party, but with so long as the assigning Party provides the other Party written notification ~~made~~ no later than thirty (30) days prior to the assignment's effective date.

7.3 The effectiveness of any assignment shall be expressly conditioned upon the assignee's written assumption of all rights, obligations, and duties of the assigning Party. Assignee's written assumption shall be made and delivered to the non-assigning Party no later than thirty (30) days prior to the assignment's effective date. Unless prior written consent is obtained, where necessary, and assignee expressly assumes all rights, obligations, and duties of the assigning Party hereunder as provided herein, the assigning Party shall remain responsible for all rights, obligations, and duties under this Agreement.

8. Assurance of Performance

8.1 When reasonable grounds for insecurity arise with respect to the performance of either Party, the other Party may in writing demand adequate assurance of due performance.

8.2 The reasonableness of grounds for insecurity and the adequacy of any assurance offered shall be determined according to Telecommunications industry standards. Reasonable grounds for insecurity include, but are not limited to: (a) the failure of a Party to demonstrate that it is creditworthy, (b) the failure of a Party to timely pay a bill or perform a service or obligation as required by this Agreement, or (c) a Party admits its inability to pay debts as such debts become due, commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, or winding-up, made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

8.3 Unless otherwise agreed by the Parties, after receipt of a justified demand, a Party shall have thirty (30) days to provide assurance of due performance as is adequate under the circumstances of the particular case.

8.4 To the extent that a cash deposit may be required, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

8.5 A Party shall pay interest on a cash deposit required under this Section at a rate equal to the prime commercial rate on loans charged by the secured Party.

8.6 To the extent that a letter of credit or cash deposit is required under this Section, a Party may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon thirty (30) days written notice to the other Party in respect of any amounts to be paid by such Party hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

8.7 If a Party draws on the letter of credit or cash deposit, the other Party shall provide a replacement or supplemental letter of credit or cash deposit in accordance with the requirements of this Section.

8.8 Notwithstanding anything else set forth in this Agreement, if a Party makes a request for assurance of performance in accordance with the terms of this Section, and the other Party fails to provide adequate assurance of due performance in accordance with the terms of this Section, the failure of which will substantially impair the value of the Agreement to the other Party, then the aggrieved Party may suspend its own performance under the Agreement until such time as the other Party provides such assurance of performance.

8.9 The fact that assurance of performance is requested by a Party hereunder shall in no way relieve the other Party from compliance with the requirements of this Agreement, nor constitute a waiver or modification of any terms of this Agreement.

9. Audits

9.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") records for the purpose of evaluating the accuracy of the Audited Party's bills and compliance with the terms and conditions of this Agreement. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if an immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000.

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

9.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all records reasonably necessary to assess the accuracy of the Audited Party's bills.

9.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's records in the format in which such records are stored by the Audited Party necessary to assess the accuracy of the Audited Party's bills, unless the auditors discover previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000, in which case the Audited Party shall pay for the audit.

10. Authorization

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

10.2 Core represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland District of Columbia and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

10.3 Certification

Notwithstanding any other provision of this Agreement, Core shall not place any orders under this Agreement until it has obtained such ~~authorization~~ certification as may be required by Applicable Law,

and only if such authorization/certification is maintained. Core shall provide proof of such authorization/certification to ABC upon request.

11. Billing and Payment; Disputed Amounts

11.1 Except as otherwise provided in this Agreement, each Party shall bill the other Party on a monthly basis in an itemized format. The Parties shall also exchange billing information to process claims and adjustments as between themselves and on behalf of their Customers.

11.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within (the "Due Date") thirty (30) calendar days of the invoice date. If a Party does not receive a bill at least twenty (20) days prior to the thirty (30) day payment Due Date, then the bill shall be considered delayed. When the bill has been delayed, the billed Party may request an extension of the payment Due Date, by the number of days the bill was delayed. Such requests for a delay of the payment Due Date must be accompanied with proof of late bill receipt.

11.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid; provided, however, if the billed party fails to provide a notice of dispute within thirty (30) days of the payment Due Date for the amount in question, then the billed party shall be deemed to have waived any disputes as to those amounts. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to Dispute Resolution under the terms of this Agreement.

11.4 Undisputed charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

11.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

11.6 All usage data and invoices to be provided pursuant to this Agreement shall be sent to the following addresses:

To ABC

To Core:
Core Communications, Inc.
209 West Street, Suite 302
Annapolis, MD 21401

12. Confidentiality

12.1 As used in this Section 12 "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

- i. Books, records, documents and other information disclosed in an audit pursuant to Section 9;
- ii. Any forecasting information provided pursuant to this Agreement;
- iii. Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or, (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
- iv. Information related to specific facilities or equipment (including, but not limited to, cable and pair information);
- v. Any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and
- vi. Any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential or "Proprietary".

12.2 Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information.

12.3 Except as otherwise provided in this Agreement, the Receiving Party shall:

- i. Use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and,
- ii. Using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section.

12.4 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for any Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement.

12.5 Unless otherwise agreed, the obligations of this Section do not apply to information that:

- i. Was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
- ii. Is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;

- iii. Is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
- iv. Is independently developed by the Receiving Party;
- v. Is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
- vi. Is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall make commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

12.6 Notwithstanding the provisions of this Section of the Agreement, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

12.7 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

12.8 The provisions of this Section shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use or protection of the confidentiality of CPNI provided by Applicable Law.

12.9 Each Party's obligations under this Section shall survive the expiration, cancellation or termination of this Agreement.

13. Counterparts

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

14. Default

14.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party with written notice at least twenty five (25) days' (which shall not begin to run until after the 60 day period) prior to terminating service.

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

15. Discontinuance of Service by Core

If Core proposes to discontinue, or actually discontinues, its provision of service to Customers in the ABC service area, Core shall provide notice of such discontinuance as required by Applicable Law.

16. Dispute Resolution

16.1 The Parties shall attempt to resolve any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who has authority to resolve the dispute and will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) Business Days to designate its own such representative in the negotiation. The Parties' representatives shall attempt to reach a good faith resolution of the dispute within thirty (30) days after the date of the initiating Party's written notice of the dispute. Upon mutual agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

16.2 If the Parties are unable to resolve the dispute within thirty (30) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction. Except for FCC actions, all such proceedings shall be conducted within the Commonwealth of Pennsylvania.

17. Force Majeure

17.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), acts of God, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected.

17.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

17.3 Notwithstanding the provisions of Sections 17.1 and 17.2, although a Force Majeure event could result in delay of a payment obligation, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

17.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

18. Forecasts

In addition to any other forecasts required by this Agreement, upon request by ABC, Core shall provide to ABC forecasts regarding the Services that Core expects to purchase from ABC, including, but not limited to, forecasts regarding the types and volumes of Services that Core expects to purchase and the locations where such Services will be purchased. Such forecasts are proprietary and confidential under the terms of this Agreement, and distribution of the forecasts or information based on such forecasts shall be limited to those persons at ABC who need to know such information in order to adequately provision the types and volumes of Services that Core expects to purchase at the locations where such Services will be purchased. ABC shall exercise commercially reasonable best efforts to adequately provision the types and volumes of Services forecast by Core.

19. Fraud

Neither party shall bear responsibility for, nor have any obligation to investigate or make adjustments to the other Party's account in cases of, fraud by the other Party's Customers or other third parties. Provided, however, that both Parties shall cooperate to discover and prevent fraud by each Party's Customers or other third parties.

20. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

21. Headings

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

22. Indemnification

22.1 For the Services provided under this Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its Affiliates and their respective directors, officers and employees ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property, to the extent such injury, death, damage, destruction or loss, was caused by the gross negligence or intentionally wrongful acts or omissions of the Indemnifying Party, its Affiliates, or their respective directors, officers, employees, Agents or contractors (excluding the Indemnified Party).

22.2 An Indemnifying Party's obligations under this Section shall be conditioned upon the following:

i. The Indemnified Party: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Party related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to the Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of the Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense.

ii. If the Indemnified Party fails to comply with the requirements of this Section with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

iii. The Indemnifying Party shall have the authority to defend and settle any Claim subject to the conditions set forth below.

a. With respect to any Claim, the Indemnified Party shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party. In so participating, the Indemnified Person shall be entitled to employ separate counsel for such purposes at its own expense. The Indemnified Party shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party. The Indemnifying Party shall have no obligation to indemnify, defend or hold harmless the Indemnified Party as to any portion of such Claim.

b. In no event shall the Indemnifying Party settle a Claim or consent to any judgment with regard to a Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Party, the Indemnified Party shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify, defend or hold harmless the Indemnified Party against, the Claim for any amount in excess of such refused settlement or judgment.

c. The Indemnified Party shall, in all cases, assert any and all defenses, including, but not limited to, affirmative defenses, defenses set forth in applicable Tariffs and Customer contracts, that limit liability to third persons as a bar to, or limitation on, any Claim or damages by a third-person claimant.

d. The Indemnifying Party and the Indemnified Party shall offer each other all reasonable cooperation and assistance in the defense of any Claim.

22.3 Except as otherwise provided above, each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement, consistent with Applicable Law.

22.4 Each Party's obligations under this Section shall survive expiration, cancellation or termination of this Agreement.

23. Reserved for Future Use

24. Intellectual Property

24.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party.

24.2 Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

24.3 Core shall use commercially reasonable best efforts to obtain from its vendors who have licensed intellectual property rights to ABC in connection with facilities and Services provided hereunder licenses under such intellectual property rights as necessary for ABC to use such facilities and Services as contemplated hereunder and at least in the same manner used by Core for the facilities and Services provided hereunder. Core shall notify ABC immediately in the event that Core believes it has used its commercially reasonable best efforts to obtain such rights but has been unsuccessful in obtaining such rights. Nothing in this Section shall be construed in any way to condition, limit or alter a Party's indemnification obligations under this Agreement.

24.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

25. Joint Work Product

The 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.

26. Law Enforcement.

26.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

26.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

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

27. Liability

27.1 As used in this Section, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.

27.2 Except as otherwise stated in this Section, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

27.3 For the Services provided under this Agreement, except as otherwise stated in this Section, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

27.4 The limitations and exclusions of liability stated in this Section shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.

27.5 Nothing contained in this Section shall exclude or limit liability:

27.5.1 under Sections dealing with Indemnification, or, Taxes;

27.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;

27.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;

27.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

~~27.5.5 under Sections 251, 252, 258 and 271 of the Act or any order of FCC or the Commission implementing those Sections; or under Section 258 of the Act or any order of the FCC or the Commission implementing Section 258;~~

27.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission; or,

~~27.5.7 caused by the gross negligence or intentionally wrongful acts or omissions.~~

27.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.

27.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

28. Network Management

28.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. ABC and Core will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and/or prevent traffic congestion.

28.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

28.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation of the other Party ("Interfering Party") will or are likely to significantly degrade the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend service provided to the interfering party to the extent necessary to prevent such interference or impairment, subject to the following:

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

ii. Where the Impaired Party does not know the precise cause of the interference or impairment, it must notify each Carrier that may have caused or contributed to the problem.

iii. Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall provide the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period;

iv. Where the interference or impairment asserted by the Impaired Party remains unresolved by the Interfering Party after ten (10) days, the Impaired Party must establish with specific and verifiable information that a particular service, network, facility or method of operation of the Interfering Party is causing the significant degradation.

v. Where the Impaired Party demonstrates that a particular service, network, facility or method of operation of the Interfering Party is significantly degrading the performance of the Impaired Party's

provision of services, the Interfering Party shall discontinue deployment of that service and correct the interference or impairment or migrate its Customers to technologies that will not significantly degrade the performance of other such services. Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service unless Service was improperly interrupted or suspended by the Impaired Party.

28.4 **Outage Repair Standard.** In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow industry standard procedures for isolating and clearing the outage or trouble in a manner consistent with its obligations to act in a non-discriminatory manner.

29. **Notice of Network Changes**

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall provide notice to the other Party of the change at least ninety (90) days in advance of such change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law, notice shall be given at the time required by Applicable Law.

30. **Notices**

30.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

30.1.1 shall be in writing;

30.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, or (c) by certified or registered U.S. mail, return receipt requested, postage prepaid; and

30.1.3 shall be delivered to the following addresses of the Parties:

To: Core Communications, Inc.
209 West Street, Suite 302
Annapolis, MD 21401

with a copy to:

To: ABC Telephone Company

with a copy to:

Thomas Thomas Armstrong & Niesen
212 Locust Street
P. O. Box 9500
Harrisburg, PA 17108-9500
Telephone Number: 717-255-7600

or to such other address(s) as either Party may designate from time to time by proper notice.

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

31. Performance Standards

31.1 ABC shall provide Services under this Agreement in accordance with the standards required by this Agreement, industry standards, and Applicable Law.

31.2 Core shall provide Services under this Agreement in accordance with the standards required by this Agreement, industry standards, and Applicable Law.

31.3 To the extent that Core requests interconnection services or network arrangements for the exchange of Telecommunications traffic or any other services pursuant to this Agreement and the fulfillment of that request would involve service or network arrangements beyond that which ABC provides for its own services or with any other carrier, ABC may, at its option, provide such superior arrangements under the condition that Core shall be responsible for any additional costs that may arise for the provisioning and operation of such superior arrangements.

32. Point of Contact for Core Customers

32.1 Core shall establish telephone numbers and mailing addresses at which Core Customers may communicate with Core and shall advise Core Customers of these telephone numbers and mailing addresses.

32.2 Except as otherwise agreed to by ABC, ABC shall have no obligation, and may decline, to accept a communication from a Core Customer, including, but not limited to, a Core Customer request for repair or maintenance of an ABC Service provided to Core. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper Service provider.

33. Publicity and Use of Trademarks or Service Marks

33.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

33.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

34. References

34.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.

34.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including ABC or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

35. Relationship of the Parties

35.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

35.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

35.3 Except for provisions herein expressly authorizing a Party to act for another Party, 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, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

35.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

35.5 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.

35.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

36. Reservation of Rights

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

37. Subcontractors

A Party may use a contractor (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

38. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

39. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

40. Taxes

40.1 In General. With respect to any purchase hereunder of Services, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall properly bill the Purchasing Party for such Tax, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority.

40.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party (a) shall provide the Providing Party with written notice of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.

40.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, End User, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the Purchasing Party (a) shall be required to impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

40.4 Liability for Uncollected Tax, Interest and Penalty. If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by this Section, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and (b) the Providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such unbilled Tax by such authority. If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by this Section, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Providing Party does not collect any Tax as required by this Section because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Purchasing Party fails to pay the Receipts Tax as required by this Section, then, as between the Providing Party and the Purchasing Party, (x) the Providing Party shall be liable for any Tax imposed on its receipts and (y) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by such authority. If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by this Section, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

40.5 Tax exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the Purchasing Party complies with such procedure, the

Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth herein. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, reasonably acceptable to the Providing Party (e.g., an agreement commonly used in the industry), which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

40.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other for purposes of this Section shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in the Notices Section of this Agreement, as well as to the following:

To ABC:

To Core:
209 West Street, Suite 302
Annapolis, MD 21401

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

41. Technology Upgrades

41.1 ABC shall provide, maintain, repair or replace its facilities and Services, including those facilities and Services used by Core pursuant to this Agreement, at a level of quality that is equal to that which ABC provides to itself, its Affiliates, and any third parties in accordance with the requirements of the Act. At a minimum, ABC shall provide, maintain, repair or replace its facilities and Services in accordance with the same technical criteria and service standards that are used within its own network on terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and Applicable Law.

41.2 ABC shall have the right to deploy, upgrade, migrate and maintain its network to the extent permitted by Applicable Law. Nothing in this Agreement shall limit ABC's ability to modify its network through the incorporation of new equipment or software or otherwise.

42. Territory

42.1 This Agreement applies solely to the geographic territory in which ABC operates as an Incumbent Local Exchange Carrier in the Commonwealth of Pennsylvania.

42.2 Notwithstanding any other provision of this Agreement, ABC may terminate this Agreement as to a specific operating territory or portion thereof if ABC sells or otherwise transfers its operations in such territory or portion thereof to a third-person. ABC shall provide Core with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice. After such termination, ABC shall be obligated to provide Services under this Agreement only within the remaining territory.

43. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-

persons with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

44. Filing of Agreement

The Parties understand and agree that this Agreement will be filed with the Commission.

45. 252(i) Obligations

To the extent required by law, each Party shall comply with section 252(i) of the Act.

46. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers, comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

47. No Waiver

Except as otherwise set forth in this Agreement, a failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options. The Parties acknowledge that ABC is a Rural Telephone Company as that term is defined in the Act. This Agreement does not affect and ABC does not waive any rights, including, but not limited to, the rights afforded a Rural Telephone Company under 47 USC Section 251(f). Nothing in this Agreement shall be construed to suggest any agreement by either Party that any of the terms and conditions, service arrangements, or network arrangements are actually required by Applicable Law or that any of the provisions in this Agreement would otherwise be subject to arbitration in Section 252 of the Act.

48. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

49. Entire Agreement

This Agreement and any Attachments, Exhibits, Schedules, or tariffs which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

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

66

ABC Telephone Company

Core Communications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

ADDITIONAL SERVICES

1. Dialing Parity - Section 251(b)(3)

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

2. Directory Listing and Directory Distribution

ABC will provide directory services to Core. Such services will be provided in accordance with the terms set forth herein.

2.1 Listing Information.

As used herein, "Listing Information" means a Core Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information ABC deems necessary for the publication and delivery of directories.

2.2 Listing Information Supply.

Core shall provide to ABC on a regularly scheduled basis, at no charge, and in a format required by ABC or by a mutually agreed upon standard, all Listing Information and the service address for each Core Customer whose service address location falls within the geographic area covered by the ABC directory. Core shall also provide to ABC on a daily basis, (a) information showing ABC Customers who have disconnected or terminated their service with Core; and (b) delivery information for each non-listed or non-published Core Customer to enable ABC to perform its directory distribution responsibilities.

2.3 Listing Inclusion and Distribution.

ABC shall include, on a nondiscriminatory basis and consistent with any obligations it may have under Applicable Law, each Core Customer's Primary Listing in all appropriate alphabetical directories (both print and electronic) and, for business Customers, in the appropriate classified (Yellow Pages) directories in accordance with the directory configuration, scope and schedules determined by ABC in its sole discretion, and shall provide initial distribution of such directories to such Core Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of Core's Customers shall be interfiled with listings of ABC's Customers and the Customers of other LECs included in the ABC directories. Core shall pay the charges set forth in the Pricing Attachment for all Primary listings and additional alphabetical listings and other alphabetical services (e.g. caption arrangements) for Core's Customers. ABC will not require a minimum number of listings per order.

2.4 ABC Information.

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

2.5 Confidentiality of Listing Information.

ABC shall accord Core Listing Information the same level of confidentiality that ABC accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should ABC elect to do so, it may use or license Core Listing Information for directory publishing, direct marketing, or any other purpose for which ABC uses or licenses its own listing information, so long as ABC Customers are not separately identified as such. Core shall not be obligated to compensate ABC for ABC's use or licensing of Core Listing Information.

2.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Core Customer listings. At Core's request, ABC shall provide Core with a report, in a format specified by ABC, of all Core's Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. ABC shall process any corrections made by Core with respect to its listings, provided such corrections are received prior to the close date of the particular directory. Core shall pay ABC for the listing reports at the rates set forth in the Pricing Attachment.

2.7 Indemnification.

Core shall adhere to all practices, standards, and ethical requirements established by ABC with regard to listings. By providing ABC with Listing Information, Core represents to ABC that Core has the right to provide such Listing Information to ABC on behalf of its Customers. Core agrees to release, defend, hold harmless and indemnify ABC from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of ABC's publication or dissemination of the Listing Information as provided by Core hereunder.

2.8 Liability.

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

2.9 Directory Publication.

Nothing in this Agreement shall require ABC to publish a directory where it would not otherwise do so.

3. Intercept and Referral Announcements

3.1 When a Customer changes its service provider from ABC to Core, or from Core to ABC, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.

3.2 Referral Announcements shall be provided for a period of time for business Customers and residential Customers in accordance with the same time period and terms specified in ABC's tariff and/or pursuant to ABC's general business practices. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number. This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.

3.3 ABC Access to Information Related to Core Customers. ABC shall have the right to access, use and disclose information related to Core Customers that is in ABC's possession to the extent such access, use and/or disclosure has been authorized by the Core Customer in the manner required by Applicable Law.

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

ABC Telephone Company

Core Communications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT B

INTERCONNECTION ATTACHMENT

1. Scope of Traffic

This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of Local Traffic telephone exchange services and exchange access. Network Interconnection will be provided by the Parties at any mutually agreeable point within ABC's incumbent Local Exchange Carrier network within each LATA. It is Core's responsibility to establish an Interconnection Point at a point within ABC's incumbent local exchange carrier network. The Parties will utilize the interconnection method as specified below unless otherwise mutually agreed to in writing by the Parties.

1.1 The Parties agree that they will deliver to each other over the interconnection facilities the following traffic: (1) Local Traffic Section 251(b)(5) Traffic; (2) Core originated Local Section 251(b)(5) Traffic that is transited through ABC for delivery to telecommunications carriers that are listed in the LERG as subtending the ABC tandem; (3) Local Section 251(b)(5) Traffic originated by third party carriers that are listed in the LERG as subtending the ABC tandem and is transited by ABC and delivered to Core; and (4) Local Internet/ISP-Bound Traffic; and (4) Exchange Access Traffic.

Each Party shall provide interconnection to the other Party, in accordance with this Agreement, and in accordance with the standards and requirements governing interconnection set forth in 47 U.S.C. §251, FCC implementing regulations, and state law governing interconnection, at (i) any technically feasible Point(s) of Interconnection and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement.

Core shall have the sole right and discretion to designate a Point of Interconnection ("POI") at any technically feasible point on ABC's network within a LATA for the parties' mutual exchange of interconnection traffic. The POI is the physical point that demarcates each party's operational responsibility. Each party is operationally responsible for the proper engineering of interconnection facilities on its own side of the POI.

Each party shall designate an Interconnection Point ("IP") on the other party's network at which the designating party shall deliver its originating interconnection traffic in a LATA. A party may designate any end office or tandem office wire center on the other party's network as its IP.

1.2 ~~The Parties shall make available to each other two-way trunks for the two-way exchange of Local Traffic and Local Internet Traffic.~~

1.3 ~~Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the circumvention of the application of intrastate or interstate access charges by the other Party including, but not limited to, the resale to third parties or the assignment of NPA-NXX numbers associated with one Rate Center for Customers that obtain local exchange service in a different Rate Center. Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the arbitrage and/or circumvention of the application of intrastate access charges by the other Party through the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided. Telecommunications traffic to or from Customers that originates or terminates in areas other than those included in the calling scope of Local Traffic is beyond the scope of the agreement. All traffic that does not originate and terminate to Customers within the same local calling area of ABC is subject to originating and termination charges assessed by ABC pursuant to ABC's intrastate or interstate Switched Exchange Access Service tariffs regardless of whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call.~~

1.4 ~~Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to Customers that obtain local exchange service in the Rate Center Areas associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as~~

~~set forth in this Section; (c) adopt the Rate Center areas for the assignment of telephone numbers that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the Local Traffic exchanged pursuant to this Agreement; (d) assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) subject to section 4.2 below, provide Calling Party Number on Customer originated traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Agreement.~~

~~1.5 If either Party violates Section 1.4 above, the other Party shall be entitled to charge originating and terminating access charges as appropriate for traffic associated with such violations.~~

1.6 Both Parties agree only to deliver traffic to the other Party pursuant to and consistent with the terms of this Agreement. It shall be a default of this Agreement for a Party to deliver, over the connecting facilities, and traffic other than the traffic that is within the scope and consistent with the terms of this Agreement.

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

2. Methods for Interconnection and Trunk Types

2.1 Methods for Interconnection.

2.1.1 The Parties shall interconnect their networks within ABC's service area at the IP set forth in Appendix A.

2.1.1.1 Core shall be permitted to use a third party carrier's special access facility services for purposes of establishing interconnection with ABC at the IP. Core shall be responsible for the payment to any third party carrier for special access charges for such facilities.

2.1.1.2 Core shall also be permitted to use a third party's switched transit services as the means to exchange ~~Local Traffic and Local Internet Traffic~~Section 251(b)(5) and ISP-Bound Traffic with ABC at the IP provided that: (1) the third party carrier has in place contractual agreements with ABC which sets forth the terms and conditions under which the third party carrier will provide intermediary switched services for the exchange of traffic between the Parties pursuant to this Agreement; ~~(2) Core is responsible for the costs associated with any charges the intermediary third party may assess for the transit services provided for the exchange of traffic between the Parties pursuant to this Agreement; and (3) the specific third party and the description of such third party arrangement is set forth in Appendix A.~~ Moreover, the use of such third party switched transit services for the exchange of traffic between the Parties pursuant to this Agreement shall be limited to the condition that the total traffic between the Parties does not exceed one (1) DS-1 level volume of traffic. If the volume of traffic exceeds one (1) DS-1 level of traffic, ABC may provide notice to Core, and Core shall be required, within ninety (90) days after such notice, to provision either Core's own direct facilities to the IP or to provision special access facilities as set forth in Section 2.1.1.1. This Agreement does not require either Party to use the intermediary services of a third party.

~~2.1.2 Each Party shall make available to the other Party trunks at the IP over which the other Party can deliver traffic that is within the scope of this Agreement. Each Party is responsible for the costs and expenses on its side of the IP.~~

~~2.1.3~~ Where both Parties have the capability, the Parties shall utilize SS7 Signaling, which is the common channel out-of-band signaling (CCS) protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

~~The Parties currently utilize SS7 out-of-band signaling protocol and agree to continue to exchange traffic using SS7 signaling parameters including, but not limited to ISDN User Part ("ISUP"), Signaling Points including STPs, SSPs, and SCPs, and any other SS7 parameters necessary or desirable for the exchange of traffic. If either or both parties do not have SS7 capability, then the parties shall utilize multi-frequency ("MF") signaling.~~

2.1.3.1 ~~Where SS7 is used,~~ The Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including Integrated Services Digital Network User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages, to facilitate full interoperability of all CLASS features and functions between their respective networks. The parties shall include the Jurisdiction Information Parameter ("JIP") in the Initial Address Message ("IAM"), containing a Local Exchange Routing Guide-assigned NPA-NXX (6 digits) identifying the originating switch on calls that they originate.

2.1.3.2 Neither Party shall intentionally substitute or generate incorrect ANI, CPN or SS7 parameters on traffic exchanged pursuant to this Agreement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered. In addition, the Parties acknowledge that a violation of this paragraph would cause the other Party to incur expenses to identify and correct the affected call records, and that such incidental expenses would be difficult to quantify; therefore, in lieu of recovery of such expenses, the offending Party shall pay the other Party liquidated damages of \$1.00 per affected call record.

2.2 Trunk Types.

In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

2.2.1 ~~Interconnection Trunks for the transmission and routing of Local-Section 251(b)(5) Traffic and Local Internet/ISP-Bound Traffic. The Parties agree that the Interconnection Trunk Groups will be installed and utilized as two-way.~~

2.2.2 ~~Tandem Transit Trunks for the transmission and routing of Tandem Transit Traffic. The Parties agree that the Tandem Transit Trunks will be two-way trunks.~~

Exchange Access Trunks for transmission and routing of InterLATA and IntraLATA Toll Traffic.

2.3 Trunk Arrangements.

2.3.1 For each trunk group with a utilization level of less than sixty percent (60%) for three consecutive months, unless the Parties agree otherwise, ABC may disconnect a sufficient number of the available trunks to attain a utilization level of approximately sixty percent (60%), however, the trunks will be grouped in multiples of 24 trunks for the purpose of determining utilization levels. The minimum utilization level of sixty percent (60%) is not required until trunk groups have been in service for at least six (6) months.

2.3.3 ~~All trunks shall utilize SS7 Common Channel Signaling.~~ The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available. Should ABC determine that the Parties are exchanging traffic on the Interconnection Trunks to and from any single ABC end office in an amount sufficient to justify the installation of direct end office Interconnection Trunks to that end office, ABC may at its sole discretion require Core to rearrange its Interconnection Trunk group by installing direct end office Interconnection Trunks to that end office, such rearrangement shall not constitute the establishment of a new IP, and each Party will remain responsible for all expenses on its side of the IP.

2.4 ~~Two-Way~~ Trunk Performance Standards.

2.4.1 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on ~~two-way~~ trunks to determine the need for new trunk groups and to plan any necessary changes in the number of trunks.

2.4.3 The performance standard for two-way-trunk groups shall be that no such trunk group will exceed its design blocking objective for three (3) consecutive calendar traffic study months.

~~2.4.4 Core~~ The Parties shall jointly determine and order the number of two-way-trunks that are required to meet the applicable design-blocking objective for all traffic carried on each two-way-trunk group. ~~Core~~ Each Party shall order two-way-trunks by submitting ASRs to ABC ~~the other Party and any applicable third party, setting forth the number of two-way-trunks to be installed and the requested installation dates, within ABC's effective standard intervals or negotiated intervals, as appropriate.~~ The Parties shall populate all applicable fields in ASRs in accordance with OBF Guidelines as in effect from time to time.

~~2.4.5 ABC may (but shall not be obligated to) monitor two-way trunk groups using service results for the applicable design-blocking objective. If ABC observes blocking in excess of the applicable design objective on any two-way trunk group and Core has not notified ABC that it has corrected such blocking, ABC may submit to Core a Trunk Group Service Request directing Core to remedy the blocking. Upon receipt of a Trunk Group Service Request, Core will issue an ASR to augment the two-way interconnection-trunk group with excessive blocking and submit the ASR to ABC and any applicable third party within five (5) Business Days.~~

2.4.6 The Parties will review all two-way-trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. ~~Core~~ The Parties will promptly augment all two-way-trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each two-way trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Core ~~each Party~~ will promptly submit ASRs to disconnect a sufficient number of trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the two-way trunks should not be disconnected. In the event Core fails to submit an ASR for two-way trunks in conformance with this section, ABC may bill Core for the excess trunks at the applicable ABC tariff rates.

~~2.4.7 Because ABC will not be in control of when and how many two-way trunks are established between its network and Core's network, ABC's performance in connection with these two-way trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.~~

Physical Architecture

Core shall have the sole right and discretion to specify any of the following methods for interconnection at any of the IPs which are established pursuant to this agreement for the delivery of traffic to ABC:

i. a collocation facility established by Core at a ABC central office or tandem office where the IP is located, in which case Core shall pay ABC applicable collocation charges as set forth in the Collocation Attachment;

ii. a collocation facility established by a third-party, with whom Core has contracted, at a ABC central office or tandem office where the IP is located, in which case such third-party (and not Core) shall pay ABC (any) applicable collocation charges; and/or

iii. an Entrance Facility and transport (where applicable) leased from ABC as specified in the Pricing Attachment.

ABC shall have the sole right and discretion to specify any of the following methods for interconnection at any of the IPs which are established pursuant to this agreement for the delivery of traffic to Core:

i. a collocation facility established by ABC at a Core central office or tandem office where the IP is located, in which case ABC shall pay Core applicable collocation charges as set forth in the Collocation Attachment;

ii. a collocation facility established by a third-party, with whom ABC has contracted, at a Core central office or tandem office where the IP is located, in which case such third-party (and not ABC) shall pay Core (any) applicable collocation charges; and/or

iii. an Entrance Facility and transport (where applicable) leased from Core as specified in the Pricing Attachment.

Loop Interconnection.

Where ABC facilities (including facilities ABC considers to be "retail" or "loop" as opposed to "IOF") exist having sufficient capacity to fill Core's initial interconnection trunking needs at the technically feasible Point(s) of interconnection specified by Core, ABC shall complete all of the activities needed to implement an Interconnection Activation Date no later than thirty (30) days following Core's notice (as provided for above), or, a later Interconnection Activation Date of Core's choosing. Where ABC facilities (including facilities ABC considers to be "retail" or "loop" as opposed to "IOF") do not exist having sufficient capacity to fill Core's initial interconnection trunking needs at the technically feasible Point(s) of interconnection specified by Core, ABC shall complete all of the activities needed to implement an Interconnection Activation Date no later than sixty (60) days following Core's notice (as provided for above), or, a later Interconnection Activation Date of Core's choosing.

Alternative Interconnection Arrangements

In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Fiber Meet arrangement.

3. Trunk Provisioning

3.1 Trunk Group Provisioning.

3.1.1 Both Parties shall use either a DS-1 or DS-3 facilities interface at the IP. When and where an STS-1 interface is available, the Parties may agree to use such an interface. Upon mutual agreement, the Parties may agree to use an optical interface (such as OC-n).

3.1.2 ~~When trunks are provisioned using a DS-3 facility interface, then Core shall order the multiplexed DS-3 facilities to the IP.~~ Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.

3.1.3 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

3.1.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives.

3.2 Switching System Hierarchy and Trunking Requirements.

For purposes of routing Core traffic to ABC, the subtending arrangements between ABC Tandem Switches and ABC End Office Switches shall be the same as the Tandem/End Office subtending arrangements ABC maintains for the routing of its own or other carriers' traffic. For purposes of routing ABC traffic to Core, the subtending arrangements between Core Tandem Switches and Core End Office Switches shall be the same as the Tandem/End Office subtending arrangements that Core maintains for the routing of its own or other carriers' traffic.

3.3 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 12.

4. Traffic Measurement and Billing over Interconnection Trunks

4.1 Each Party, at its own expense, reserves the right to audit all traffic and any associated billing as specified in this Section of the Agreement, up to a maximum of two audits per calendar year to ensure that only ~~Local Traffic and Local Internet Traffic~~ Section 251(b)(5) Traffic and ISP-Bound Traffic are being routed on the Interconnection Trunks and that rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

4.2 To the extent technically feasible, each Party shall pass ANI or Calling Party Number (CPN) information on each call. For those Customer's whose premise equipment is unable to populate the ANI or CPN in the call detail record, each party shall populate the ANI or CPN field with the Customer's billing number. ~~The Parties agree that they will not populate the CPN field in the call detail record with a wholesale Customer's billing or local routing number but will utilize the final Customer's CPN or billing number.~~

4.2.1 Where possible, actual call detail records including the CPN, will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify traffic delivered by the other Party as either Local Traffic, Local Internet Traffic or traffic that is not within the scope of this Agreement.

4.2.2 When a terminating Party receives insufficient call detail or the CPN/CPN/ANI is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN/CPN/ANI of sufficient detail is greater than 90% the total calls delivered, the calls without sufficient detail or CPN/CPN/ANI will be presumed to be in the same proportion as the calls within the more than 90 percent that can be identified. If a traffic delivered by one Party to the other Party has CPN/CPN/ANI on fewer than 90% of the calls, the terminating Party may provide written notice of a billing dispute to the other Party delivering such calls below the 90 percent threshold. Upon such notice, the Party delivering the traffic to the other Party (the "Delivering Party") shall have 30 days to investigate and correct the lack of CPN/CPN/ANI and report the date the problem was corrected to the other Party (the "Terminating Party"). If the problem cannot be repaired within 30 days of the written notice to bring the delivered traffic without CPN/CPN/ANI to fewer than 10% of total calls, the Terminating Party will bill all traffic without CPN/CPN/ANI as intrastate Access traffic until such time as the traffic without CPN/CPN/ANI is fewer than 10% of total traffic.

4.3 ~~Core agrees that it is responsible for all the Interconnection facility charges due ABC for the Transit Trunk group facilities within the ABC service area.~~

5. ~~Local Traffic and Local Internet Traffic~~

5.1 ~~Reciprocal Compensation for Local Traffic.~~

5.1.1 ~~Reciprocal Compensation applies only to Local Traffic as defined in this Agreement.~~

5.1.2 ~~The specific compensation terms and conditions set forth in this Section of the Agreement for Local Traffic are related to, specifically dependent on, and limited to the provision of Local Exchange Service to Customers for the exchange of Local Traffic that originates and terminates solely within those areas as defined for Local Traffic in Section 2.41 of Part A. The specific compensation terms are also dependent on the application of all other terms and conditions set forth in this Agreement. The specific compensation terms and conditions set forth in this Section are not applicable to any other kind of traffic or for traffic that originates or terminates in areas outside the scope of Local Traffic as defined in this Agreement.~~

5.1.3 ~~The Parties agree that the nature of the Local Traffic to be exchanged between the Parties and all other mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that the relative obligations and consideration are sufficiently in balance between the Parties such that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's~~

~~origination or termination of Local Traffic within the scope of this Agreement. The compensation terms and conditions set forth in this section are specifically related to and dependent on all of the provisions of Section 5.1.2 and any other terms and conditions of this Agreement.~~

5.2 Traffic Not Subject to Reciprocal Compensation.

~~5.2.1 Reciprocal Compensation shall not apply to the following: (1) any Internet Traffic; (2) interstate or intrastate Exchange Access or exchange services for Exchange Access; (3) intraLATA Toll Traffic or interLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (4) Switched Exchange Access Service traffic; (5) Optional Extended Local Calling Area Traffic; or (6) Tandem Transit Traffic. Reciprocal Compensation Traffic does not apply to traffic either originated from or terminated to a Party's Customer, where the Customer location is physically located outside of the geographic area that has been identified as the Rate Center Area associated with a particular NPA-NXX.~~

~~5.2.2 The determination of whether Telecommunications traffic is Switched Exchange Access Service traffic shall be based upon the tariff of the incumbent LEC that serves the geographic area in which the originating Rate Center Area is located.~~

5.3 Treatment of Internet Traffic.

~~5.3.1 The Parties agree to transport and switch Internet Traffic in the manner described below in this section subject to amendment upon written agreement of the Parties.~~

~~5.3.2 The Parties acknowledge that under current network and service arrangements, some Internet Traffic may be switched and transported as if Local Internet Traffic is Local Traffic. The Parties will treat Local Internet Traffic under the following conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this Local Internet Traffic. The switching and transport of Local Internet Traffic over the Interconnection-Trunk facilities by either Party, however, will not be deemed or construed by either Party as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which Local Internet Traffic is or may be treated is determined with finality by an appropriate regulatory or legal body, or in the event that any final and non-appealable action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of Local Internet Traffic pursuant to this section is unlawful, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of Local Internet Traffic between the Parties. The Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to, the mutual exchange of Local Internet Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the Agreement set forth above, neither Party will owe a net due amount to the other Party for terminating Local Internet Traffic including, but not limited to, compensation for switching, transport or termination of Local Internet Traffic until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic.~~

Inter-carrier Compensation for the Transport and Termination of Interconnection Traffic.

For purposes of compensation under this Agreement, the telecommunications traffic exchanged between the Parties will be classified as Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Interexchange Traffic, or InterLATA Interexchange Traffic.

Reciprocal Compensation for Section 251(b)(5) Traffic

The Party originating Section 251(b)(5) Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment.

Inter-carrier Compensation for ISP-Bound Traffic

Compensation for ISP-Bound Traffic shall be governed by the FCC's ISP Remand Order and ISP Forbearance Order. To the extent the ISP Remand Order is overturned or otherwise found to be inapplicable, and to the extent ABC does not elect to exchange all Section 251(b)(5) traffic at the ISP Remand Order rates (as set forth in paragraph 89 of the ISP Remand Order), ISP-Bound Traffic shall be treated the same as Section 251(b)(5) Traffic for compensation purposes.

Access Charges for IntraLATA Interexchange Traffic

Access charges shall be applied to the origination and termination of IntraLATA Interexchange Traffic as set forth in the providing party's applicable intrastate access tariff.

Access Charges for InterLATA Interexchange Traffic

Access charges shall be applied to the origination and termination of InterLATA Interexchange Traffic as set forth in the providing party's applicable intrastate or interstate access tariff.

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

5.3.4 Where the public switched network, local exchange facilities and/or services of either Party are used for the origination or termination of VOIP Traffic calls, the Parties agree to apply the following terms and conditions: VOIP Traffic calls will be originated and terminated in the same manner as each Party does for non-VOIP, circuit-switched Traffic. VOIP Traffic shall be subject to the same compensation terms and conditions as applies for circuit switched calls. ~~Consequently, VOIP Traffic that both originates and terminates within a local calling area as defined for Local Traffic pursuant to this Agreement will also be treated as Local Traffic pursuant to this Agreement. All other VOIP Traffic will be treated as either intrastate or interstate interexchange traffic subject to the same terms and conditions as any other circuit-switched interexchange traffic, including the application of originating and terminating Switched Exchange Access Service charges.~~

6. ~~Reserved for Future Use~~

Indirect Traffic

6.1. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic. Indirect interconnection shall only be allowed to the extent each party is interconnected at a tandem which ABC's end office subtends.

6.2. Exchange Of Traffic

6.2.1. The Parties may send each other Indirect Traffic.

6.2.2. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.

6.2.3. Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting party. The originating Party is responsible for the payment of transit charges assessed by the transiting party.

6.3. Compensation for Indirect Traffic

6.3.1. Toll Traffic

Compensation for the termination of IntraLATA Toll Traffic between the Parties shall be based on their respective applicable access tariffs in accordance with FCC and Commission Rules and Regulations.

6.3.2. Section 251(b)(5) Traffic and ISP-Bound Traffic

Compensation for Section 251(b)(5) Traffic and ISP-Bound Traffic shall be based on the reciprocal compensation rates set forth in the Pricing Attachment.

7. Tandem Transit Traffic

Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its End Users to the End Users of a third party telecommunications carrier without the consent and agreement of all parties. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party. This Agreement does not obligate either Party to provide Tandem Transit Traffic Services.

7.1 Tandem Transit Traffic shall be routed over the Tandem Transit Trunks described in Appendix A. Core shall deliver Tandem Transit Traffic to ABC with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.

7.2 Core shall pay ABC for Transit Traffic that Core originates at the rate specified in the Pricing Attachment and Appendix A.

7.3 In no case will ABC be required to continue to provide Tandem Transit Traffic Services for local Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of local Tandem Transit Traffic to be delivered to the CLEC, ILEC, CMRS carrier, or other LEC exceeds one (1) DS-1 level volume of calls per CLEC, ILEC, CMRS carrier, or other LEC per ABC tandem serving area for a period of three consecutive months.

7.4 If or when a third party carrier's Central Office subtends a Core Central Office, then Core shall offer to ABC a service arrangement equivalent to or the same as Tandem Transit Service provided by ABC to Core as defined in this Section such that ABC may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a Core Central Office ("Reciprocal Tandem Transit Service"). Core shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section.

7.5 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

8. Number Resources, Rate Center Areas and Routing Points

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.

8.2 During the term of this Agreement, Core shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for ABC and any other incumbent Local Exchange Carriers within the serving area. Core shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the telecommunications industry adopts alternative methods of utilizing NXXs.

8.3 It shall be the responsibility of each Party to program and update its own switches and network systems. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

9. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

9.1 Joint Network Implementation and Grooming Process.

9.1.1 Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia: (1) standards to ensure that Interconnection Trunks and Tandem Transit Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within ABC's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards; (2) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects; (3) disaster recovery provision escalations; and (4) such other matters as the Parties may agree.

9.1.2 Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a P.01 Grade of Service.

9.2 Installation, Maintenance, Testing and Repair.

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

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

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

9.2.3 Billing for maintenance service by either party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in ABC's intrastate access tariff.

9.3 Forecasting Requirements for Trunk Provisioning.

Within ninety (90) days of executing this Agreement, Core shall provide ABC a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from ABC over each of the Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to ABC on an as-needed basis but no less frequently than semiannually.

9.4 Initial Forecasts/Trunking Requirements.

Because ABC's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom Core decides to market its services, ABC will be largely dependent on Core to provide accurate trunk forecasts for both inbound (from ABC) and outbound (to ABC) traffic. At ABC's discretion, when Core expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, ABC may provide the number of trunks Core suggests; provided, however, that in all cases ABC's provision of the forecasted number of trunks to Core is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and Core's previous forecasts have proven to be reliable and accurate.

9.4.1 Monitoring and Adjusting Forecasts. ABC will, for ninety (90) days, monitor traffic on each trunk group that it establishes at Core's suggestion or request pursuant to the procedures identified in this Section. At the end of such ninety (90) day period, ABC may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced subject to the limitations in Section 2.3 and Section 2.4 of this Interconnection Attachment.

9.4.2 In subsequent periods, ABC may also monitor traffic for ninety (90) days on additional trunk groups that Core suggests ABC to establish.

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

10.1 Scope.

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

~~Service-provider number portability ("SPNP") is a service arrangement by, between, and among local exchange carriers which allows an existing Customer to obtain local exchange service from a different local exchange service provider and retain its then existing telephone number at a location within the same rate center area. The Parties agree that they will only send a request to the other Party, requesting to port a number, under the following conditions: (a) the requesting Party will be providing Telephone Exchange Service to that Customer in the same rate center area in which the Customer currently obtains Telephone Exchange service; (b) the Requesting Party will be providing Telephone Exchange Service to that Customer pursuant to a valid Certificate of Authority issued by the Pennsylvania Public Utility Commission (PA PUC); and (c) the requesting Party agrees, represents and warrants that the PA PUC has full regulatory authority over the requesting Party's Telephone Exchange Service provided to that particular Customer for which the port has been requested. The Parties agree that they will not seek to port numbers from the other Party on behalf of any other service provider. SPNP is the arrangement under which the Parties will provide long-term number portability.~~

~~10.2 Procedures for Providing LNP ("Long-term Number Portability")~~

~~10.2.1 The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis. LNP shall only be provided within the geographic Rate Center Area associated with the ported number and shall not be provided across Rate Center Area boundaries. LNP shall not be provided for the purpose of avoiding toll or long distance charges.~~

~~10.2.2 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. Party B shall be charged and shall pay to Party A either the Basic Initial LSR Service Order Charge or the Basic Subsequent Service Order Charge as set forth in Appendix A. When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user, the ported telephone number will be released back to the Local Service Provider owning the switch with which the NXX block associated with the ported number was assigned originally by the North American Numbering Plan Administrator.~~

~~10.2.3 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.~~

~~10.2.4 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point,~~

~~these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.~~

~~10.2.5 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.~~

~~10.2.6 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP-capable switches.~~

~~10.2.7 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted below, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP-capable offices within the LATA of the given switch(es).~~

~~10.2.8 All NXXs assigned to LNP-capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.~~

~~10.2.9 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.~~

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

ABC Telephone Company

Core Communications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT C

PRICING

1. General

1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.

1.2 The Charges for a Service shall be the charges for Services as detailed in this Attachment or Appendix A, as applicable.

1.3 In the absence of Charges for a Service established pursuant to this Section, the Charges shall be as stated in Appendix A of this Pricing Attachment.

1.4 In the absence of Charges for a Service established pursuant to this Section, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.

1.5 In the absence of Charges for a Service established pursuant to this Section, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.

1.6 In the absence of Charges for a Service established pursuant to this Section, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Core Prices

Notwithstanding any other provision of this Agreement, the Charges that Core bills ABC for Core's Services shall not exceed the Charges for ABC's comparable Services.

3. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding in which the FCC, the Commission or other governmental body with appropriate jurisdiction is asked to reduce such Charges and to order a refund of any amounts paid in excess of any Charges that are reduced).

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

ABC Telephone Company

Core Communications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A .
ABC TELEPHONE COMPANY and CORE COMMUNICATIONS, INC.

A. Designation of the IP(s):

| B. Local-Section 251(b)(5) Traffic Termination: _____ [RATE]

To be added pursuant to the terms of this Agreement

| _____ ISP-Bound Traffic Termination: \$0.0007/MOU

C. Tandem Transit arrangements for Tandem Transit Traffic between Core and carriers other than ABC that subtend a ABC Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)

- Tandem Transit Trunking Arrangement:
- Tandem Transit Trunking Charges by ABC to Core:
- Tandem Switching & Transport= \$.xxxx/MOU for Core Originated Tandem Transit Traffic

D. LSR Ordering Charges for LNP activity

- Basic Initial LNP Service Order Charge = \$xxx.xx per each initial request by one Party to the other Party per LNP request per Customer -- To be billed to and paid by the requesting Party.
- Basic Subsequent LNP Service Order Charge = \$xxx.xx per each time the requesting Party submits a revised request per LNP request per Customer -- To be billed to and paid by the requesting Party.

E. DIRECTORY LISTINGS & BOOKS

1. Directory Listing Report
- Annual directory validation listing report \$_____ to be billed to and paid by Core to ABC
 - Initial Request separate request \$_____ to be billed to and paid by Core to ABC
 - Subsequent Requests \$_____ to be billed to and paid by Core to ABC

2. For each telephone number listed (i.e., published) in the White Page Directory and/or in the Yellow Page Directory - a monthly charge equal to ABC's costs or charges to ABC from outside vendor for each such listing:

- \$x.xx per month per listing to be billed to and paid by Core to ABC

3. Other Tariffed Directory Listing Services
- As Applicable per ABC Pa PUC
 - Listing/Database charge - \$.XXX

4. As Applicable per ABC-PAPUC No.____

- Books & delivery (annual home area directories only) --- No charge for normal number of books delivered to Customers; additional delivery or bulk delivery per separate arrangement between ABC and Core.

F. Designation of Third Party interconnection Arrangements.

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

ABC Telephone Company

Core Communications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 10

Chris Van de Verg

From: "Chris Van de Verg" <chris@coretel.net>
To: <parmstrong@ttanlaw.com>
Cc: "Mike Gruin" <mag@stevenslee.com>; "Rick Hicks" <rlh@stevenslee.com>; "Regina Matz" <rmatz@ttanlaw.com>
Sent: Thursday, December 15, 2005 4:32 PM
Attach: NEW CLEAN 10-18 ABC to Core--markup.doc
Subject: Fw: Core's Redline of RTCC's ICA Proposal

Patty,

I would very much like to set up one or more negotiation sessions to go through RTCC's ICA proposal and Core's redline of RTCC's proposal before Christmas. As you may be aware, the arbitration window under section 252(b) of the Telecommunications Act opens on January 2, 2006 for most (although not all) of your clients, and closes January 26, 2006. We should, at minimum, strive to resolve as many issues as possible before that date. Indeed, Core very much hopes that the parties can reach a mutually-agreed upon negotiated agreement, rather than have to engage in arbitration. I hope RTCC feels the same way. I am available each day next week.

Please let me know your availability so that we can set up a call. I would be happy to provide the conference service.

Thanks,
 --Chris

----- Original Message -----

From: Chris Van de Verg
To: parmstrong@ttanlaw.com
Cc: Regina Matz ; Mike Gruin ; Rick Hicks
Sent: Tuesday, December 06, 2005 10:54 AM
Subject: Core's Redline of RTCC's ICA Proposal

Patty,

Attached is Core's redline counterproposal to RTCC's ICA proposal.

I would like to schedule a time for us to walk through the agreement and identify issues which can (or can not) be resolved through negotiation. I am generally available next week (except for Wednesday) as well as the following week.

Regards,
 --Chris

RECEIVED

JAN 20 2006

PA PUBLIC UTILITY COMMISSION
 SECRETARY'S BUREAU

Chris Van de Verg

From: "Patricia Armstrong" <parmstrong@ttanlaw.com>
To: "Norman J. Kennard" <NJKennard@hmsk-law.com>; "Chris Van de Verg" <chris@coretel.net>
Cc: <gzing@ptd.net>; <mag@stevenslee.com>; <rlh@stevenslee.com>; "Rmatz@Ttanlaw. Com" <rmatz@ttanlaw.com>
Sent: Monday, December 19, 2005 3:08 PM
Subject: RE: PTA Draft ICA

Chris - We too have discussed the ICA you sent - with our clients and our consultant and unfortunately there have just been too many things on the plate - testimony, discovery, other matters - but we too are willing to participate in a joint conference call on the draft ICA. Although I am out of the office the first week in January I am nonetheless willing to work with you to set up a time that week for a call and participate at some mutually convenient time. In th around a few possible times between January 3 - 6 so we might get a call set up in the next few days for that first week in January.

We would also be willing to consider an extension in the arbitration time frame to try and accommodate the Commission as well as the parties.

Patty

From: Norman J. Kennard [mailto:NJKennard@hmsk-law.com]
Sent: Monday, December 19, 2005 2:35 PM
To: Chris Van de Verg
Cc: parmstrong@ttanlaw.com; gzing@ptd.net; mag@stevenslee.com; rlh@stevenslee.com
Subject: RE: PTA Draft ICA

Chris:

Sorry for the delay. When you sent it we were up against the testimony deadline in the application case. I've had a chance to share this with the client and would like to discuss. I have a major regulatory filing due on December 28th and can meet to discuss the proposed terms after that. I am fairly open during the first week of January. Please pick a time then and we will participate. I'd also recommend that we involve the RTCC group as their ICA issues will likely be similar. Finally, the PTA would agree to extend the arbitration deadline to accommodate the Commission and parties.

Norm.

From: Chris Van de Verg [mailto:chris@coretel.net]
Sent: Thursday, December 15, 2005 4:40 PM
To: Norman J. Kennard
Cc: Rick Hicks; Mike Gruin
Subject: Fw: PTA Draft ICA

Norm,

I would very much like to set up one or more negotiation sessions to go through PTA's ICA proposal and Core's redline of PTA's proposal before Christmas. As you may be aware, the arbitration window under section 252(b) of

Chris Van de Verg

From: "Chris Van de Verg" <chris@coretel.net>
To: "Patricia Armstrong" <parmstrong@ttanlaw.com>
Cc: "Regina Matz" <rmatz@ttanlaw.com>
Sent: Monday, December 19, 2005 6:05 PM
Subject: Re: PTA Draft ICA

Patty,

Since you are busy the first week of January, I would propose anytime the week of December 26-30. This would permit us to have at least one session prior to the arbitration open date of January 2. I proposed December 29 or 30 to Norm, as he has a major filing due on the 28th. To the extent PTA and RTCC are working together, perhaps those two dates offer the best time frame. As I informed Norm, to the extent we are making progress on negotiation prior to the arbitration open date, I would be amenable to an extension if necessary.

Regards,
 --Chris

----- Original Message -----

From: Patricia Armstrong
To: 'Norman J. Kennard'; 'Chris Van de Verg'
Cc: gzing@ptd.net; mag@stevenslee.com; rh@stevenslee.com; Rmatz@Ttanlaw.Com
Sent: Monday, December 19, 2005 3:08 PM
Subject: RE: PTA Draft ICA

Chris - We too have discussed the ICA you sent - with our clients and our consultant and unfortunately there have just been too many things on the plate - testimony, discovery, other matters - but we too are willing to participate in a joint conference call on the draft ICA. Although I am out of the office the first week in January I am nonetheless willing to work with you to set up a time that week for a call and participate at some mutually convenient time. In around a few possible times between January 3 - 6 so we might get a call set up in the next few days for that first week in January.
 We would also be willing to consider an extension in the arbitration time frame to try and accommodate the Commission as well as the parties.

Patty

From: Norman J. Kennard [mailto:NJKennard@hmsk-law.com]
Sent: Monday, December 19, 2005 2:35 PM
To: Chris Van de Verg
Cc: parmstrong@ttanlaw.com; gzing@ptd.net; mag@stevenslee.com; rh@stevenslee.com
Subject: RE: PTA Draft ICA

Chris:

Sorry for the delay. When you sent it we were up against the testimony deadline in the application case. I've had a chance to share this with the client and would like to discuss. I have a major regulatory filing due on December 28th and can meet to discuss the proposed terms after that. I am fairly open during the first week of January. Please pick a time then and we will participate. I'd also recommend that we involve the RTCC group as their ICA issues will likely be similar. Finally, the PTA would

APPENDIX 11

Chris Van de Verg

From: "Chris Van de Verg" <chris@coretel.net>
To: <parmstrong@ttanlaw.com>
Cc: "Regina Matz" <rmatz@ttanlaw.com>; "Rick Hicks" <rlh@stevenslee.com>; "Mike Gruin" <mag@stevenslee.com>
Sent: Monday, December 26, 2005 3:20 PM
Attach: NEW CLEAN 10-18 ABC to Core--markup 051226.doc
Subject: updated core redline of rtcc proposal

Patty,

We have made a couple of small revisions to Core's redline of the RTCC proposal. The revisions appear on pages 29 (paras. 3,4 & 5) and 33 (end of para. from preceding page and first full paragraph) of the attached, updated redline document.

In summary, the revisions do the following:

- Eliminate references to "POI"
- Clarify the process to establish "IPs"
- Clarify that the parties may lease entrance facility-type interconnection transport from third parties as well as each other.

Other than these, no other revisions have been made and the document is in all other respects identical to our initial redline. I look forward to our call on January 3.

Happy Holidays,
--Chris

RECEIVED

JAN 25 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

AGREEMENT

by and between

ABC TELEPHONE COMPANY

and

CORE COMMUNICATIONS, INC.

PREFACE

This Agreement ("Agreement") shall be deemed effective upon approval by the Commission (the "Effective Date"), between ABC Telephone Company ("ABC"), a corporation organized under the laws of the Commonwealth of Pennsylvania, with offices at _____, and Core Communications, Inc. ("Core"), a corporation organized under the laws of the State of Maryland with offices at 209 West Street, Suite 302, Annapolis, MD 21401 (Core and ABC may be referred to hereinafter, each, individually as a "Party," and, collectively, as the "Parties").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purpose of transmission and termination of Telecommunications traffic that is within the scope of this Agreement, and

WHEREAS, ~~the interconnection between the Parties will allow the Customers of each Party to complete local calls to the Customers of the other Party within the local calling area of ABC ("Local Interconnection"); and~~

WHEREAS, the nature of the interconnection arrangement between the Parties established pursuant to this Agreement is of mutual benefit to both Parties and is intended to fulfill their needs to exchange ~~Local Traffic~~ telephone exchange service and exchange access traffic.

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

PART A
GLOSSARY OF TERMS

1. General Rule

Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in this Agreement, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in this Agreement, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of this Agreement may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.

Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.

2. Definitions

2.1 "Access Services" refers to interstate and intrastate switched access and private line transport services.

2.2 "Act" means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended from time to time (including, but not limited to, by the Telecommunications Act of 1996).

2.3 "Affiliate" shall have the meaning set forth in the Act.

2.4 "Agent" shall include an agent or servant.

2.5 "Agreement" means this Agreement, as defined in Part B, Section 1 of the General Terms and Conditions.

2.6 "Ancillary Traffic" means all traffic that is destined to provide Services ancillary to Telecommunications Services, or that may have special routing or billing requirements, including but not limited to the following: 911/E911, Operator Services, Directory Assistance, third party (except for that third party traffic that is specifically addressed in this Agreement), collect and calling card database query and Service, 800/888 database query and Service, CNAM, LIDB, and voice information Service.

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

2.8 "Business Day" means Monday through Friday, except for ABC's holidays.

2.9 "Calendar Quarter" means January through March, April through June, July through September, or October through December

2.10 "Calendar Year" means January through December.

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

2.12 "Central Office" or "CO" refers to 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 ("NXXs"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.13 "Central Office Switch" refers to a switch used to provide Telecommunications Services, including, but not limited to, End Office and Tandem Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

2.14 "Commission" shall mean the Pennsylvania Public Utility Commission.

2.15 "Common Channel Signaling" or "CCS" refers to 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 carry the actual voice or data content of the call. ~~The CCS currently used by the Parties is SS7.~~

2.16 "Common Language Location Identifier" or "CLLI Code" refers to a code developed by Telcordia Technologies as a method of identifying physical locations and equipment such as buildings, Central Offices, poles and antennas. There are three (3) basic formats for CLLI Codes: network entity, network support site, and customer site.

2.17 "Competitive Local Exchange Carrier" or "CLEC" refers to any Local Exchange Carrier providing Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier ("ILEC"). Core is a CLEC.

2.18 "Customer" or "End User" means a third party residential or business end user of Telephone Exchange Services provided by either of the Parties.

2.19 "Customer Proprietary Network Information" or "CPNI" is as defined in the Act.

2.20 "Day" means calendar days unless otherwise specified.

2.21 "End Office Switch" or "End Office" means a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

~~2.22 "Enhanced Services" shall mean services offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the Customer's transmitted information; provide the Customer with additional, different, or restructured information; or involve Customer interaction with stored information. "Information Services" shall mean the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.~~

~~2.23 "Enhanced Information Service Provider" or "EISP" shall mean a provider of Enhanced Information Services.~~

2.24 "Entrance Facility" shall mean the facilities between a Party's designated premises and the Central Office serving that designated premises.

2.25 "FCC" shall mean the Federal Communications Commission.

2.26 "Incumbent Local Exchange Carrier" or "ILEC" shall have the meaning stated in the Act.

2.27 "Interexchange Carrier" or "IXC" means a Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

2.28 "Internet" means the collective international network of interoperable public, private, managed and non-managed computer and Telecommunications facilities, including both hardware and software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/Internet Protocol (TCP/IP), or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wireline or wireless connections.

2.29 "Internet Protocol" refers to a standard networking protocol that provides information transmission across interconnected networks, between computers with diverse hardware architectures and various operating systems, and keeps track of Internet addresses for different nodes, routes outgoing information and recognizes incoming information.

2.30 "Internet Service Provider" or "ISP" is a vendor who provides access for Customers (companies and private individuals) to the Internet and the World Wide Web for Telecommunication Services or other means, but does not include a common carrier to the extent that it provides common carrier services.

"ISP Bound Traffic" means traffic delivered by a local exchange carrier to an ISP.

"ISP Forbearance Order" means the Federal Communications Commission's Order in WC Docket No. 03-171, released on October 18, 2004.

"ISP Remand Order" means the Federal Communications Commission's Order on Remand & Report and Order in CC Docket Nos. 96-98 & 99-98, released on April 27, 2001.

~~2.31 "Internet Traffic" or "ISP Bound Traffic" means dial-up ISP traffic that is originated and dialed by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP within ABC's local serving area as defined by the effective local exchange tariff(s) of ABC, including mandatory local calling scope arrangements established and defined by the Commission ("Local Internet Traffic"). A mandatory local calling scope arrangement is an arrangement that provides End Users a local calling scope; i.e. Extended Area Service ("EAS"), beyond the End User's basic exchange serving area. Therefore Local Internet Traffic, for purposes of this Agreement, includes both intra-exchange calls and EAS calls originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP.~~

2.32 "IntraLATA Traffic" means telecommunications traffic that originates and terminates within the same LATA.

~~2.33 "Interconnection Point" or "IP" means the location on the incumbent LEC network of ABC at which the connection is made by Core for the exchange of Local Traffic between the Parties.~~

2.34 "Local Access and Transport Area" or "LATA" shall have the meaning set forth in the Act.

2.35 "Local Exchange Carrier" or "LEC" shall have the meaning set forth in the Act.

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

2.37 "Local Number Portability ("LNP")" means the ability of Customers of Telecommunications Services to retain, within the same geographic Rate Center Area associated with the Customer's NPA-NXX code, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

2.38 "Local Service Request" ("LSR") means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.

~~2.39 "Local Traffic" or "Subject Traffic" means traffic that is originated by an End User of one Party on that Party's network and terminates to an End User of the other Party on that other Party's network within ABC's local serving area as defined by the effective local exchange tariff(s) of ABC, including mandatory local calling scope arrangements established and defined by the Commission. A mandatory local calling scope arrangement is an arrangement that provides End Users a local calling scope; i.e. Extended Area Service ("EAS"), beyond the End User's basic exchange serving area. Therefore Local Traffic, for purposes of this Agreement, includes both intra-exchange calls and non-optional EAS calls, and does not include any optional extended local scope service arrangement. For this purpose, Local Traffic does not include any ISP Bound Traffic.~~

2.40 "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.

2.41 "Numbering Plan Area ("NPA")" (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits 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 (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

2.42 "NXX," "NXX Code," "NNX," "COC," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.

2.43 "Proprietary Information" shall have the same meaning as Confidential Information.

2.44 "Providing Party" means a Party offering or providing a Service to the other Party under this Agreement.

2.45 "Purchasing Party" means a Party requesting or receiving a Service from the other Party under this Agreement.

2.46 "Rate Center Area" refers to the geographic area that has been identified as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

2.47 "Rate Center Point" refers to a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic.

2.48 "Reciprocal Compensation" means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, costs incurred for the transport and termination of Subject Traffic originating by the Customers of one Party on that Party's network and terminating to the Customers of the other Party on that other Party's network.

"Section 251(b)(5) Traffic" means (1) telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, or exchange services for such access (see FCC Order on Remand, 34, 36, 39, 42-43); and/or (2) telecommunications traffic exchanged by a LEC and a CMRS provider that originates and terminates within the same Major Trading Area, as defined in 47 CFR § 24.202(a).

2.49 "Service" means any Interconnection arrangement, Telecommunications Service, or other service, facility or arrangement, offered by a Party under this Agreement.

2.50 "Signaling System 7" or "SS7" refers to the common channel out-of-band signaling protocol (CCS) developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). ~~Core and ABC currently utilize this out-of-band signaling protocol.~~

2.51 "Subsidiary" means a corporation or other person that is controlled by a Party, controls a Party, or is under common control with a Party.

2.52 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.53 "Synchronous Optical Network ("SONET") is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).

2.54 "Tandem Switch" means a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services.

2.55 "Tandem Transit Traffic" or "Transit Traffic" includes Telephone Exchange Service traffic that originates on one Party's network, and is transported through the other Party's tandem switch to a third-party's network, including, but not limited to, a CLEC, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant other Party's tandem switch to which the originating Party delivers such traffic. Transit Traffic also includes Telephone Exchange Service that originates on a third party's network, including but not limited to a CLEC, CMRS carrier, or other LEC that is transported through one Party's tandem switch and delivered to the other Party.

2.56 "Tandem Transit Trunks" means those trunks as referenced in Section 2 of the Interconnection Attachment.

2.57 "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.

2.58 "Telcordia Technologies" refers to Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).

2.59 "Telecommunications" is as defined in the Act.

2.60 "Telecommunications Carrier" shall have the meaning set forth in the Act.

2.61 "Telecommunications Services" shall have the meaning set forth in the Act.

2.62 "Telephone ~~or Local-Exchange~~ Service" shall have the meaning set forth in the Act.

2.63 "Transit Service" means the delivery of Transit Traffic.

2.64 "Voice over Internet Protocol Traffic" or "VOIP Traffic" is voice communications traffic that utilizes Internet Protocol format for some or all of the transmission of the call.

2.65 "Wire Center" means a building or portion thereof which serves as the premises for one or more Central Office Switches and related facilities.

PART B

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Core and ABC hereby agree as follows:

1. Scope of this Agreement

1.1 This Agreement includes: (a) the Principal Document, including Attachments A through C; and (b) a written Order by a Party that has been accepted in writing by the other Party. This Agreement specifies the rights and obligations of each Party with respect to the establishment of Local Interconnection within the incumbent service area of ABC. Certain terms used in this Agreement shall have the meanings defined in the Glossary of Terms, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the General Terms and Conditions governing this Agreement. The remaining Parts set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

1.2 Except as otherwise expressly provided in the Agreement, any conflict between the provisions in the Agreement and any attachments, exhibits and documents attached to it or referenced within shall be resolved in favor of the attachment, exhibit or document. The fact that a provision appears in the Agreement but not in a document outside of this Agreement, or in a document outside of this Agreement but not in the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section.

1.3 Except as otherwise provisioned in the Agreement, the Agreement may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

1.4 In connection with this Agreement, a Party may purchase services from the other Party pursuant to that other Party's Tariff. In such instances, the rates, terms, and conditions of the other Party's Tariff shall apply.

2. Reserved for Future Use

3. Regulatory Approvals

3.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval within thirty (30) Days after obtaining the last required Agreement signature. Core and ABC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

3.2 In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses Applicable Law and such changes to Applicable Law require that this Agreement be amended, either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect any pricing, terms and conditions required by any such Amended Rules.

3.3 Notwithstanding any other provision of the Agreement, neither Party shall be obligated to offer or provide any service, facility, or interconnection arrangement to the other Party that is not required by the Act or under controlling regulatory requirements. Notwithstanding anything contained in this Agreement,

~~but without limiting any other right either Party may have under this Agreement, either Party may cease providing a service, facility, or interconnection arrangement that is not required by the Act or under controlling regulatory requirements. To the extent that some service, facility, or interconnection arrangement provided by one Party to the other Party under this Agreement is determined not to be required under the Act or under controlling regulatory requirements, then the providing Party upon 90 days written notice to the other Party may discontinue the provision of such service, facility, or interconnection arrangement. To the extent the discontinued service or interconnection arrangement is available under prevailing tariffs from the Providing Party, then the Purchasing Party, may, at its option, obtain such services, facilities, or interconnection arrangements pursuant to the terms of such tariffs. Prior to any discontinuance of service, the Parties will seek to amend this Agreement.~~

4. Term and Termination

4.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect for a period of ~~1 year (12) months~~ four (4) years after the Effective Date of this Agreement (the "Initial Term"). Thereafter, this Agreement shall renew automatically for successive six (6) month terms, commencing on the termination date of the initial term or latest renewal term and continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

4.2 Either ABC or Core may terminate this Agreement effective upon the expiration of the Initial Term or subsequent renewal term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

4.3 In the event of such termination, those service arrangements made available under this agreement and existing at the time of termination shall continue without interruption under (a) a new agreement executed by the Parties, (b) tariff terms and conditions of the Parties, or if neither of the above is available, under the terms of this Agreement on a month-to-month basis until such time as (a) or (b) becomes available, ~~but under no circumstance shall such terms continue for more than 180 days after the termination date.~~

4.4 If either ABC or Core provides notice of termination pursuant to Section 4 and by 11:59 PM Eastern Time on the proposed date of termination neither ABC nor Core has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate, and (b) the Services being provided under this Agreement at the time of termination will be terminated in accordance with the requirements of the Commission and Applicable Law.

5. Attachments

The following Attachments are a part of this Agreement:

- Additional Services Attachment
- Interconnection Attachment
- Pricing Attachment

6. Applicable Law

6.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the Commonwealth of Pennsylvania, including but not limited to the Act, the rules, regulations and orders of the FCC and the Commission, and any orders and decisions of a court of competent jurisdiction ("Applicable Law"). All disputes relating to this Agreement shall be resolved through the application of such laws.

6.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

6.3 Neither Party shall be liable for any delay or failure in performance caused or required by Applicable Law, or the acts or failures to act of any governmental entity or official to the extent such acts or failures to act were not caused or solicited by either Party and/or comply with Applicable Law.

6.4 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such *invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement*, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

6.5 If any final and unstayed legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

7. Assignment

7.1 Except as provided below, any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, and the assigning Party shall remain responsible for all obligations hereunder.

7.2 Either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, an Affiliate of that Party without consent of the other Party, but with so long as the assigning Party provides the other Party written notification made no later than thirty (30) days prior to the assignment's effective date.

7.3 The effectiveness of any assignment shall be expressly conditioned upon the assignee's written assumption of all rights, obligations, and duties of the assigning Party. Assignee's written assumption shall be made and delivered to the non-assigning Party no later than thirty (30) days prior to the assignment's effective date. Unless prior written consent is obtained, where necessary, and assignee expressly assumes all rights, obligations, and duties of the assigning Party hereunder as provided herein, the assigning Party shall remain responsible for all rights, obligations, and duties under this Agreement.

8. Assurance of Performance

8.1 When reasonable grounds for insecurity arise with respect to the performance of either Party, the other Party may in writing demand adequate assurance of due performance.

8.2 The reasonableness of grounds for insecurity and the adequacy of any assurance offered shall be determined according to Telecommunications industry standards. Reasonable grounds for insecurity include, but are not limited to: (a) the failure of a Party to demonstrate that it is creditworthy, (b) the failure of a Party to timely pay a bill or perform a service or obligation as required by this Agreement, or (c) a Party admits its inability to pay debts as such debts become due, commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, or winding-up, made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

8.3 Unless otherwise agreed by the Parties, after receipt of a justified demand, a Party shall have thirty (30) days to provide assurance of due performance as is adequate under the circumstances of the particular case.

8.4 To the extent that a cash deposit may be required, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

8.5 A Party shall pay interest on a cash deposit required under this Section at a rate equal to the prime commercial rate on loans charged by the secured Party.

8.6 To the extent that a letter of credit or cash deposit is required under this Section, a Party may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon thirty (30) days written notice to the other Party in respect of any amounts to be paid by such Party hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

8.7 If a Party draws on the letter of credit or cash deposit, the other Party shall provide a replacement or supplemental letter of credit or cash deposit in accordance with the requirements of this Section.

8.8 Notwithstanding anything else set forth in this Agreement, if a Party makes a request for assurance of performance in accordance with the terms of this Section, and the other Party fails to provide adequate assurance of due performance in accordance with the terms of this Section, the failure of which will substantially impair the value of the Agreement to the other Party, then the aggrieved Party may suspend its own performance under the Agreement until such time as the other Party provides such assurance of performance.

8.9 The fact that assurance of performance is requested by a Party hereunder shall in no way relieve the other Party from compliance with the requirements of this Agreement, nor constitute a waiver or modification of any terms of this Agreement.

9. Audits

9.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") records for the purpose of evaluating the accuracy of the Audited Party's bills and compliance with the terms and conditions of this Agreement. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if an immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000.

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

9.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all records reasonably necessary to assess the accuracy of the Audited Party's bills.

9.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's records in the format in which such records are stored by the Audited Party necessary to assess the accuracy of the Audited Party's bills, unless the auditors discover previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000, in which case the Audited Party shall pay for the audit.

10. Authorization

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

10.2 Core represents that it is a corporation duly organized, validly existing and in good standing under the laws of the ~~State of Maryland~~ District of Columbia and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

10.3 Certification

Notwithstanding any other provision of this Agreement, Core shall not place any orders under this Agreement until it has obtained such ~~authorization~~ certification as may be required by Applicable Law,

and only if such authorization certification is maintained. Core shall provide proof of such authorization certification to ABC upon request.

11. Billing and Payment; Disputed Amounts

11.1 Except as otherwise provided in this Agreement, each Party shall bill the other Party on a monthly basis in an itemized format. The Parties shall also exchange billing information to process claims and adjustments as between themselves and on behalf of their Customers.

11.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within (the "Due Date") thirty (30) calendar days of the invoice date. If a Party does not receive a bill at least twenty (20) days prior to the thirty (30) day payment Due Date, then the bill shall be considered delayed. When the bill has been delayed, the billed Party may request an extension of the payment Due Date, by the number of days the bill was delayed. Such requests for a delay of the payment Due Date must be accompanied with proof of late bill receipt.

11.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid; provided, however, if the billed party fails to provide a notice of dispute within thirty (30) days of the payment Due Date for the amount in question, then the billed party shall be deemed to have waived any disputes as to those amounts. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to Dispute Resolution under the terms of this Agreement.

11.4 Undisputed charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

11.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

11.6 All usage data and invoices to be provided pursuant to this Agreement shall be sent to the following addresses:

To ABC

To Core:
Core Communications, Inc.
209 West Street, Suite 302
Annapolis, MD 21401

12. Confidentiality

12.1 As used in this Section 12 "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

- i. Books, records, documents and other information disclosed in an audit pursuant to Section 9;
- ii. Any forecasting information provided pursuant to this Agreement;
- iii. Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or, (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
- iv. Information related to specific facilities or equipment (including, but not limited to, cable and pair information);
- v. Any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and
- vi. Any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary".

12.2 Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information.

12.3 Except as otherwise provided in this Agreement, the Receiving Party shall:

- i. Use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and,
- ii. Using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section.

12.4 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for any Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement.

12.5 Unless otherwise agreed, the obligations of this Section do not apply to information that:

- i. Was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
- ii. Is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;

- iii. Is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
- iv. Is independently developed by the Receiving Party;
- v. Is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
- vi. Is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall make commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

12.6 Notwithstanding the provisions of this Section of the Agreement, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

12.7 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

12.8 The provisions of this Section shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use or protection of the confidentiality of CPNI provided by Applicable Law.

12.9 Each Party's obligations under this Section shall survive the expiration, cancellation or termination of this Agreement.

13. Counterparts

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

14. Default

14.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party with written notice at least twenty five (25) days' (which shall not begin to run until after the 60 day period) prior to terminating service.

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

15. Discontinuance of Service by Core

If Core proposes to discontinue, or actually discontinues, its provision of service to Customers in the ABC service area, Core shall provide notice of such discontinuance as required by Applicable Law.

16. Dispute Resolution

16.1 The Parties shall attempt to resolve any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who has authority to resolve the dispute and will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) Business Days to designate its own such representative in the negotiation. The Parties' representatives shall attempt to reach a good faith resolution of the dispute within thirty (30) days after the date of the initiating Party's written notice of the dispute. Upon mutual agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

16.2 If the Parties are unable to resolve the dispute within thirty (30) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction. Except for FCC actions, all such proceedings shall be conducted within the Commonwealth of Pennsylvania.

17. Force Majeure

17.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), acts of God, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected.

17.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

17.3 Notwithstanding the provisions of Sections 17.1 and 17.2, although a Force Majeure event could result in delay of a payment obligation, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

17.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

18. Forecasts

In addition to any other forecasts required by this Agreement, upon request by ABC, Core shall provide to ABC forecasts regarding the Services that Core expects to purchase from ABC, including, but not limited to, forecasts regarding the types and volumes of Services that Core expects to purchase and the locations where such Services will be purchased. Such forecasts are proprietary and confidential under the terms of this Agreement, and distribution of the forecasts or information based on such forecasts shall be limited to those persons at ABC who need to know such information in order to adequately provision the types and volumes of Services that Core expects to purchase at the locations where such Services will be purchased. ABC shall exercise commercially reasonable best efforts to adequately provision the types and volumes of Services forecast by Core.

19. Fraud

Neither party shall bear responsibility for, nor have any obligation to investigate or make adjustments to the other Party's account in cases of, fraud by the other Party's Customers or other third parties. Provided, however, that both Parties shall cooperate to discover and prevent fraud by each Party's Customers or other third parties.

20. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

21. Headings

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

22. Indemnification

22.1 For the Services provided under this Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its Affiliates and their respective directors, officers and employees ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property, to the extent such injury, death, damage, destruction or loss, was caused by the gross negligence or intentionally wrongful acts or omissions of the Indemnifying Party, its Affiliates, or their respective directors, officers, employees, Agents or contractors (excluding the Indemnified Party).

22.2 An Indemnifying Party's obligations under this Section shall be conditioned upon the following:

i. The Indemnified Party: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Party related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to the Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of the Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense.

ii. If the Indemnified Party fails to comply with the requirements of this Section with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the *Indemnified Person with respect to such Claim under this Agreement*.

iii. The Indemnifying Party shall have the authority to defend and settle any Claim subject to the conditions set forth below.

a. With respect to any Claim, the Indemnified Party shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party. In so participating, the Indemnified Person shall be entitled to employ separate counsel for such purposes at its own expense. The Indemnified Party shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party. The Indemnifying Party shall have no obligation to indemnify, defend or hold harmless the Indemnified Party as to any portion of such Claim.

b. In no event shall the Indemnifying Party settle a Claim or consent to any judgment with regard to a Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Party, the Indemnified Party shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify, defend or hold harmless the Indemnified Party against, the Claim for any amount in excess of such refused settlement or judgment.

c. The Indemnified Party shall, in all cases, assert any and all defenses, including, but not limited to, affirmative defenses, defenses set forth in applicable Tariffs and Customer contracts, that limit liability to third persons as a bar to, or limitation on, any Claim or damages by a third-person claimant.

d. The Indemnifying Party and the Indemnified Party shall offer each other all reasonable cooperation and assistance in the defense of any Claim.

22.3 Except as otherwise provided above, each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement, consistent with Applicable Law.

22.4 Each Party's obligations under this Section shall survive expiration, cancellation or termination of this Agreement.

23. Reserved for Future Use

24. Intellectual Property

24.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party.

24.2 Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

24.3 Core shall use commercially reasonable best efforts to obtain from its vendors who have licensed intellectual property rights to ABC in connection with facilities and Services provided hereunder licenses under such intellectual property rights as necessary for ABC to use such facilities and Services as contemplated hereunder and at least in the same manner used by Core for the facilities and Services provided hereunder. Core shall notify ABC immediately in the event that Core believes it has used its commercially reasonable best efforts to obtain such rights but has been unsuccessful in obtaining such rights. Nothing in this Section shall be construed in any way to condition, limit or alter a Party's indemnification obligations under this Agreement.

24.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

25. Joint Work Product

The 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.

26. Law Enforcement.

26.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

26.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

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

27. Liability

27.1 As used in this Section, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.

27.2 Except as otherwise stated in this Section, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

27.3 For the Services provided under this Agreement, except as otherwise stated in this Section, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

27.4 The limitations and exclusions of liability stated in this Section shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.

27.5 *Nothing contained in this Section shall exclude or limit liability:*

27.5.1 under Sections dealing with Indemnification, or, Taxes;

27.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;

27.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;

27.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

~~27.5.5 under Sections 251, 252, 258 and 271 of the Act or any order of FCC or the Commission implementing those Sections; or under Section 258 of the Act or any order of the FCC or the Commission implementing Section 258;~~

27.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission; or,

~~27.5.7 caused by the gross negligence or intentionally wrongful acts or omissions.~~

27.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.

27.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

28. Network Management

28.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. ABC and Core will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and/or prevent traffic congestion.

28.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

28.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation of the other Party ("Interfering Party") will or are likely to significantly degrade the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend service provided to the interfering party to the extent necessary to prevent such interference or impairment, subject to the following:

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

ii. Where the Impaired Party does not know the precise cause of the interference or impairment, it must notify each Carrier that may have caused or contributed to the problem.

iii. Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall provide the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period;

iv. Where the interference or impairment asserted by the Impaired Party remains unresolved by the Interfering Party after ten (10) days, the Impaired Party must establish with specific and verifiable information that a particular service, network, facility or method of operation of the Interfering Party is causing the significant degradation.

v. Where the Impaired Party demonstrates that a particular service, network, facility or method of operation of the Interfering Party is significantly degrading the performance of the Impaired Party's

provision of services, the Interfering Party shall discontinue deployment of that service and correct the interference or impairment or migrate its Customers to technologies that will not significantly degrade the performance of other such services. Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service unless Service was improperly interrupted or suspended by the Impaired Party.

28.4 **Outage Repair Standard.** In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow industry standard procedures for isolating and clearing the outage or trouble in a manner consistent with its obligations to act in a non-discriminatory manner.

29. **Notice of Network Changes**

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall provide notice to the other Party of the change at least ninety (90) days in advance of such change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law, notice shall be given at the time required by Applicable Law.

30. **Notices**

30.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

30.1.1 shall be in writing;

30.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, or (c) by certified or registered U.S. mail, return receipt requested, postage prepaid; and

30.1.3 shall be delivered to the following addresses of the Parties:

To: Core Communications, Inc.
209 West Street, Suite 302
Annapolis, MD 21401

with a copy to:

To: ABC Telephone Company

with a copy to:

Thomas Thomas Armstrong & Niesen
212 Locust Street
P. O. Box 9500
Harrisburg, PA 17108-9500
Telephone Number: 717-255-7600

or to such other address(s) as either Party may designate from time to time by proper notice.

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

31. Performance Standards

31.1 ABC shall provide Services under this Agreement in accordance with the standards required by this Agreement, industry standards, and Applicable Law.

31.2 Core shall provide Services under this Agreement in accordance with the standards required by this Agreement, industry standards, and Applicable Law.

31.3 To the extent that Core requests interconnection services or network arrangements for the exchange of Telecommunications traffic or any other services pursuant to this Agreement and the fulfillment of that request would involve service or network arrangements beyond that which ABC provides for its own services or with any other carrier, ABC may, at its option, provide such superior arrangements under the condition that Core shall be responsible for any additional costs that may arise for the provisioning and operation of such superior arrangements.

32. Point of Contact for Core Customers

32.1 Core shall establish telephone numbers and mailing addresses at which Core Customers may communicate with Core and shall advise Core Customers of these telephone numbers and mailing addresses.

32.2 Except as otherwise agreed to by ABC, ABC shall have no obligation, and may decline, to accept a communication from a Core Customer, including, but not limited to, a Core Customer request for repair or maintenance of an ABC Service provided to Core. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper Service provider.

33. Publicity and Use of Trademarks or Service Marks

33.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

33.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

34. References

34.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.

34.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including ABC or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

35. Relationship of the Parties

35.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

35.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

35.3 Except for provisions herein expressly authorizing a Party to act for another Party, 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, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

35.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

35.5 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.

35.6 *The relationship of the Parties under this Agreement is a non-exclusive relationship.*

36. Reservation of Rights

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

37. Subcontractors

A Party may use a contractor (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

38. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

39. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

40. Taxes

40.1 In General. With respect to any purchase hereunder of Services, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall properly bill the Purchasing Party for such Tax, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority.

40.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party (a) shall provide the Providing Party with written notice of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.

40.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, End User, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the Purchasing Party (a) shall be required to impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

40.4 Liability for Uncollected Tax, Interest and Penalty. If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by this Section, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and (b) the Providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such unbilled Tax by such authority. If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by this Section, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Providing Party does not collect any Tax as required by this Section because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Purchasing Party fails to pay the Receipts Tax as required by this Section, then, as between the Providing Party and the Purchasing Party, (x) the Providing Party shall be liable for any Tax imposed on its receipts and (y) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by such authority. If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by this Section, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

40.5 Tax exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the Purchasing Party complies with such procedure, the

Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth herein. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, reasonably acceptable to the Providing Party (e.g., an agreement commonly used in the industry), which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

40.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other for purposes of this Section shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in the Notices Section of this Agreement, as well as to the following:

To ABC:

To Core:
209 West Street, Suite 302
Annapolis, MD 21401

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

41. Technology Upgrades

41.1 ABC shall provide, maintain, repair or replace its facilities and Services, including those facilities and Services used by Core pursuant to this Agreement, at a level of quality that is equal to that which ABC provides to itself, its Affiliates, and any third parties in accordance with the requirements of the Act. At a minimum, ABC shall provide, maintain, repair or replace its facilities and Services in accordance with the same technical criteria and service standards that are used within its own network on terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and Applicable Law.

41.2 ABC shall have the right to deploy, upgrade, migrate and maintain its network to the extent permitted by Applicable Law. Nothing in this Agreement shall limit ABC's ability to modify its network through the incorporation of new equipment or software or otherwise.

42. Territory

42.1 This Agreement applies solely to the geographic territory in which ABC operates as an Incumbent Local Exchange Carrier in the Commonwealth of Pennsylvania.

42.2 Notwithstanding any other provision of this Agreement, ABC may terminate this Agreement as to a specific operating territory or portion thereof if ABC sells or otherwise transfers its operations in such territory or portion thereof to a third-person. ABC shall provide Core with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice. After such termination, ABC shall be obligated to provide Services under this Agreement only within the remaining territory.

43. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-

persons with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

44. Filing of Agreement

The Parties understand and agree that this Agreement will be filed with the Commission.

45. 252(i) Obligations

To the extent required by law, each Party shall comply with section 252(i) of the Act.

46. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers, comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

47. No Waiver

Except as otherwise set forth in this Agreement, a failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options. The Parties acknowledge that ABC is a Rural Telephone Company as that term is defined in the Act. This Agreement does not affect and ABC does not waive any rights, including, but not limited to, the rights afforded a Rural Telephone Company under 47 USC Section 251(f). Nothing in this Agreement shall be construed to suggest any agreement by either Party that any of the terms and conditions, service arrangements, or network arrangements are actually required by Applicable Law or that any of the provisions in this Agreement would otherwise be subject to arbitration in Section 252 of the Act.

48. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

49. Entire Agreement

This Agreement and any Attachments, Exhibits, Schedules, or tariffs which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

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

66

ABC Telephone Company

Core Communications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

ADDITIONAL SERVICES

1. Dialing Parity - Section 251(b)(3)

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

2. Directory Listing and Directory Distribution

ABC will provide directory services to Core. Such services will be provided in accordance with the terms set forth herein.

2.1 Listing Information.

As used herein, "Listing Information" means a Core Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information ABC deems necessary for the publication and delivery of directories.

2.2 Listing Information Supply.

Core shall provide to ABC on a regularly scheduled basis, at no charge, and in a format required by ABC or by a mutually agreed upon standard, all Listing Information and the service address for each Core Customer whose service address location falls within the geographic area covered by the ABC directory. Core shall also provide to ABC on a daily basis, (a) information showing ABC Customers who have disconnected or terminated their service with Core; and (b) delivery information for each non-listed or non-published Core Customer to enable ABC to perform its directory distribution responsibilities.

2.3 Listing Inclusion and Distribution.

ABC shall include, on a nondiscriminatory basis and consistent with any obligations it may have under Applicable Law, each Core Customer's Primary Listing in all appropriate alphabetical directories (both print and electronic) and, for business Customers, in the appropriate classified (Yellow Pages) directories in accordance with the directory configuration, scope and schedules determined by ABC in its sole discretion, and shall provide initial distribution of such directories to such Core Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of Core's Customers shall be interfiled with listings of ABC's Customers and the Customers of other LECs included in the ABC directories. Core shall pay the charges set forth in the Pricing Attachment for all Primary listings and additional alphabetical listings and other alphabetical services (e.g. caption arrangements) for Core's Customers. ABC will not require a minimum number of listings per order.

2.4 ABC Information.

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

2.5 Confidentiality of Listing Information.

ABC shall accord Core Listing Information the same level of confidentiality that ABC accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should ABC elect to do so, it may use or license Core Listing Information for directory publishing, direct marketing, or any other purpose for which ABC uses or licenses its own listing information, so long as ABC Customers are not separately identified as such. Core shall not be obligated to compensate ABC for ABC's use or licensing of Core Listing Information.

2.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Core Customer listings. At Core's request, ABC shall provide Core with a report, in a format specified by ABC, of all Core's Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. ABC shall process any corrections made by Core with respect to its listings, provided such corrections are received prior to the close date of the particular directory. Core shall pay ABC for the listing reports at the rates set forth in the Pricing Attachment.

2.7 Indemnification.

Core shall adhere to all practices, standards, and ethical requirements established by ABC with regard to listings. By providing ABC with Listing Information, Core represents to ABC that Core has the right to provide such Listing Information to ABC on behalf of its Customers. Core agrees to release, defend, hold harmless and indemnify ABC from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of ABC's publication or dissemination of the Listing Information as provided by Core hereunder.

2.8 Liability.

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

2.9 Directory Publication.

Nothing in this Agreement shall require ABC to publish a directory where it would not otherwise do so.

3. Intercept and Referral Announcements

3.1 When a Customer changes its service provider from ABC to Core, or from Core to ABC, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.

3.2 Referral Announcements shall be provided for a period of time for business Customers and residential Customers in accordance with the same time period and terms specified in ABC's tariff and/or pursuant to ABC's general business practices. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number. This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.

3.3 ABC Access to Information Related to Core Customers. ABC shall have the right to access, use and disclose information related to Core Customers that is in ABC's possession to the extent such access, use and/or disclosure has been authorized by the Core Customer in the manner required by Applicable Law.

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

ABC Telephone Company

Core Communications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT B

INTERCONNECTION ATTACHMENT

1. Scope of Traffic

This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of ~~Local Traffic~~ telephone exchange services and exchange access. ~~Network Interconnection will be provided by the Parties at any mutually agreeable point within ABC's incumbent Local Exchange Carrier network within each LATA. It is Core's responsibility to establish an Interconnection Point at a point within ABC's incumbent local exchange carrier network.~~ The Parties will utilize the interconnection method as specified below unless otherwise mutually agreed to in writing by the Parties.

1.1 The Parties agree that they will deliver to each other over the interconnection facilities the following traffic: (1) ~~Local Traffic~~ Section 251(b)(5) Traffic; (2) Core originated ~~Local~~ Section 251(b)(5) Traffic that is transited through ABC for delivery to telecommunications carriers that are listed in the LERG as subtending the ABC tandem; (3) ~~Local~~ Section 251(b)(5) Traffic originated by third party carriers that are listed in the LERG as subtending the ABC tandem and is transited by ABC and delivered to Core; and (4) ~~Local Internet~~ ISP-Bound Traffic; and (4) Exchange Access Traffic.

Each Party shall provide interconnection to the other Party, in accordance with this Agreement, and in accordance with the standards and requirements governing interconnection set forth in 47 U.S.C. §251, FCC implementing regulations, and state law governing interconnection, at (i) any technically feasible point and/or (ii) a fiber meet point to which the Parties mutually agree under the terms of this Agreement.

Core shall have the sole right and discretion to initiate interconnection in each LATA by submitting a written request to ABC designating the following:

(a) a CLLI code for Core's designated interconnection point ("IP"); and

(b) a proposed IP for the delivery of Core's originating interconnection traffic to ABC.

Within ten (10) days of Core's written request, ABC shall provide Core with the CLLI code of ABC's designated IP.

Pursuant to Core's written request for interconnection in each LATA, each party shall designate an Interconnection Point ("IP") on its own network at which the designating party shall arrange to receive the other party's originating interconnection traffic. Each party shall have a duty to provide for the transport and delivery of interconnection traffic to the other party at the other party's IP.

1.2 ~~The Parties shall make available to each other two-way trunks for the two-way exchange of Local Traffic and Local Internet Traffic.~~

1.3 ~~Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the circumvention of the application of intrastate or interstate access charges by the other Party including, but not limited to, the resale to third parties or the assignment of NPA-NXX numbers associated with one Rate Center for Customers that obtain local exchange service in a different Rate Center. Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the arbitrage and/or circumvention of the application of intrastate access charges by the other Party through the resale or bridging of EAS service beyond the two specified Local Service Exchange Areas between which EAS is provided. Telecommunications traffic to or from Customers that originates or terminates in areas other than those included in the calling scope of Local Traffic is beyond the scope of the agreement. All traffic that does not originate and terminate to Customers within the same local calling area of ABC is subject to originating and termination charges assessed by ABC pursuant to ABC's intrastate or interstate Switched Exchange Access Service tariffs regardless of whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call.~~

~~1.4 Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to Customers that obtain local exchange service in the Rate Center Areas associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas for the assignment of telephone numbers that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the Local Traffic exchanged pursuant to this Agreement; (d) assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) subject to section 4.2 below, provide Calling Party Number on Customer originated traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Agreement.~~

~~1.5 If either Party violates Section 1.4 above, the other Party shall be entitled to charge originating and terminating access charges as appropriate for traffic associated with such violations.~~

1.6 Both Parties agree only to deliver traffic to the other Party pursuant to and consistent with the terms of this Agreement. It shall be a default of this Agreement for a Party to deliver, over the connecting facilities, and traffic other than the traffic that is within the scope and consistent with the terms of this Agreement.

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

2. Methods for Interconnection and Trunk Types

2.1 Methods for Interconnection.

2.1.1 The Parties shall interconnect their networks within ABC's service area at the IP set forth in Appendix A.

2.1.1.1 Core shall be permitted to use a third party carrier's special access facility services for purposes of establishing interconnection with ABC at the IP. Core shall be responsible for the payment to any third party carrier for special access charges for such facilities.

2.1.1.2 Core shall also be permitted to use a third party's switched transit services as the means to exchange ~~Local Traffic and Local Internet Traffic~~ Section 251(b)(5) and ISP-Bound Traffic with ABC at the IP provided that: (1) the third party carrier has in place contractual agreements with ABC which sets forth the terms and conditions under which the third party carrier will provide intermediary switched services for the exchange of traffic between the Parties pursuant to this Agreement; ~~(2) Core is responsible for the costs associated with any charges the intermediary third party may assess for the transit services provided for the exchange of traffic between the Parties pursuant to this Agreement; and (3) the specific third party and the description of such third party arrangement is set forth in Appendix A.~~ Moreover, the use of such third party switched transit services for the exchange of traffic between the Parties pursuant to this Agreement shall be limited to the condition that the total traffic between the Parties does not exceed one (1) DS-1 level volume of traffic. If the volume of traffic exceeds one (1) DS-1 level of traffic, ABC may provide notice to Core, and Core shall be required, within ninety (90) days after such notice, to provision either Core's own direct facilities to the IP or to provision special access facilities as set forth in Section 2.1.1.1. This Agreement does not require either Party to use the intermediary services of a third party.

~~2.1.2 Each Party shall make available to the other Party trunks at the IP over which the other Party can deliver traffic that is within the scope of this Agreement. Each Party is responsible for the costs and expenses on its side of the IP.~~

~~2.1.3 Where both Parties have the capability, the Parties shall utilize SS7 Signaling, which is the common channel out-of-band signaling (CCS) protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). The Parties currently utilize SS7 out-of-band signaling protocol and agree to continue to exchange traffic using SS7 signaling parameters including, but not limited to ISDN User Part ("ISUP"), Signaling Points including STPs, SSPs, and SCPs, and any other SS7 parameters necessary or desirable for the exchange of traffic. If either or both parties do not have SS7 capability, then the parties shall utilize multi-frequency ("MF") signaling.~~

2.1.3.1 Where SS7 is used, the Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including Integrated Services Digital Network User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages, to facilitate full interoperability of all CLASS features and functions between their respective networks. The parties shall include the Jurisdiction Information Parameter ("JIP") in the Initial Address Message ("IAM"), containing a Local Exchange Routing Guide-assigned NPA-NXX (6 digits) identifying the originating switch on calls that they originate.

2.1.3.2 Neither Party shall intentionally substitute or generate incorrect ANI, CPN or SS7 parameters on traffic exchanged pursuant to this Agreement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered. In addition, the Parties acknowledge that a violation of this paragraph would cause the other Party to incur expenses to identify and correct the affected call records, and that such incidental expenses would be difficult to quantify; therefore, in lieu of recovery of such expenses, the offending Party shall pay the other Party liquidated damages of \$1.00 per affected call record.

2.2 Trunk Types.

In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

~~2.2.1 Interconnection Trunks for the transmission and routing of Local Section 251(b)(5) Traffic and Local Internet/ISP-Bound Traffic. The Parties agree that the Interconnection Trunk Groups will be installed and utilized as two-way.~~

~~2.2.2 Tandem Transit Trunks for the transmission and routing of Tandem Transit Traffic. The Parties agree that the Tandem Transit Trunks will be two-way trunks.~~

Exchange Access Trunks for transmission and routing of InterLATA and IntraLATA Toll Traffic.

2.3 Trunk Arrangements.

2.3.1 For each trunk group with a utilization level of less than sixty percent (60%) for three consecutive months, unless the Parties agree otherwise, ABC may disconnect a sufficient number of the available trunks to attain a utilization level of approximately sixty percent (60%), however, the trunks will be grouped in multiples of 24 trunks for the purpose of determining utilization levels. The minimum utilization level of sixty percent (60%) is not required until trunk groups have been in service for at least six (6) months.

~~2.3.3 All trunks shall utilize SS7 Common Channel Signaling.~~ The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available. Should ABC determine that the Parties are exchanging traffic on the Interconnection Trunks to and from any single ABC end office in an amount sufficient to justify the installation of direct end office Interconnection Trunks to that end office, ABC may at its sole discretion require Core to rearrange its Interconnection Trunk group by installing direct end

office Interconnection Trunks to that end office, such rearrangement shall not constitute the establishment of a new IP, and each Party will remain responsible for all expenses on its side of the IP.

2.4 ~~Two-Way-Trunk~~ Performance Standards.

2.4.1 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on ~~two-way-trunks~~ to determine the need for new trunk groups and to plan any necessary changes in the number of trunks.

2.4.3 The performance standard for ~~two-way-trunk~~ groups shall be that no such trunk group will exceed its design blocking objective for three (3) consecutive calendar traffic study months.

2.4.4 ~~Core~~The Parties shall jointly determine and order the number of ~~two-way-trunks~~ that are required to meet the applicable design-blocking objective for all traffic carried on each ~~two-way-trunk~~ group. ~~Core~~Each Party shall order ~~two-way-trunks~~ by submitting ASRs to ABC~~the other Party~~ and any applicable third party, setting forth the number of ~~two-way-trunks~~ to be installed and the requested installation dates, within ABC's effective standard intervals or negotiated intervals, as appropriate. ~~Core~~The Parties shall populate all applicable fields in ASRs in accordance with OBF Guidelines as in effect from time to time.

2.4.5 ~~ABC may (but shall not be obligated to) monitor two-way-trunk groups using service results for the applicable design-blocking objective. If ABC observes blocking in excess of the applicable design objective on any two-way-trunk group and Core has not notified ABC that it has corrected such blocking, ABC may submit to Core a Trunk Group Service Request directing Core to remedy the blocking. Upon receipt of a Trunk Group Service Request, Core will issue an ASR to augment the two-way interconnection trunk group with excessive blocking and submit the ASR to ABC and any applicable third party within five (5) Business Days.~~

2.4.6 The Parties will review all ~~two-way-trunk~~ groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. ~~Core~~The Parties will promptly augment all ~~two-way-trunk~~ groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each two-way trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, ~~Core~~each Party will promptly submit ASRs to disconnect a sufficient number of trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the two-way trunks should not be disconnected. ~~In the event Core fails to submit an ASR for two-way trunks in conformance with this section, ABC may bill Core for the excess trunks at the applicable ABC tariff rates.~~

2.4.7 ~~Because ABC will not be in control of when and how many two-way-trunks are established between its network and Core's network, ABC's performance in connection with these two-way-trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.~~

Physical Architecture

Core shall have the sole right and discretion to specify any of the following methods for interconnection at any of the IPs which are established pursuant to this agreement for the delivery of traffic to ABC:

i. a collocation facility established by Core at a ABC central office or tandem office where the IP is located, in which case Core shall pay ABC applicable collocation charges as set forth in the Collocation Attachment;

ii. a collocation facility established by a third-party, with whom Core has contracted, at a ABC central office or tandem office where the IP is located, in which case such third-party (and not Core) shall pay ABC (any) applicable collocation charges; and/or

_____ iii. an Entrance Facility and transport (where applicable) leased from ABC as specified in the Pricing Attachment, or from a third-party.

_____ ABC shall have the sole right and discretion to specify any of the following methods for interconnection at any of the IPs which are established pursuant to this agreement for the delivery of traffic to Core:

_____ i. a collocation facility established by ABC at a Core central office or tandem office where the IP is located, in which case ABC shall pay Core applicable collocation charges as set forth in the Collocation Attachment;

_____ ii. a collocation facility established by a third-party, with whom ABC has contracted, at a Core central office or tandem office where the IP is located, in which case such third-party (and not ABC) shall pay Core (any) applicable collocation charges; and/or

_____ iii. an Entrance Facility and transport (where applicable) leased from Core as specified in the Pricing Attachment, or from a third party.

Loop Interconnection.

Where ABC facilities (including facilities ABC considers to be "retail" or "loop" as opposed to "IOF") exist having sufficient capacity to fill Core's initial interconnection trunking needs at the technically feasible Point(s) of interconnection specified by Core, ABC shall complete all of the activities needed to implement an Interconnection Activation Date no later than thirty (30) days following Core's notice (as provided for above), or, a later Interconnection Activation Date of Core's choosing. Where ABC facilities (including facilities ABC considers to be "retail" or "loop" as opposed to "IOF") do not exist having sufficient capacity to fill Core's initial interconnection trunking needs at the technically feasible Point(s) of interconnection specified by Core, ABC shall complete all of the activities needed to implement an Interconnection Activation Date no later than sixty (60) days following Core's notice (as provided for above), or, a later Interconnection Activation Date of Core's choosing.

Alternative Interconnection Arrangements

In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Fiber Meet arrangement.

3. Trunk Provisioning

3.1 Trunk Group Provisioning.

3.1.1 Both Parties shall use either a DS-1 or DS-3 facilities interface at the IP. When and where an STS-1 interface is available, the Parties may agree to use such an interface. Upon mutual agreement, the Parties may agree to use an optical interface (such as OC-n).

3.1.2 ~~When trunks are provisioned using a DS-3 facility interface, then Core shall order the multiplexed DS-3 facilities to the IP.~~ Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.

3.1.3 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

3.1.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives.

3.2 Switching System Hierarchy and Trunking Requirements.

For purposes of routing Core traffic to ABC, the subtending arrangements between ABC Tandem Switches and ABC End Office Switches shall be the same as the Tandem/End Office subtending arrangements ABC maintains for the routing of its own or other carriers' traffic. For purposes of routing ABC traffic to Core, the subtending arrangements between Core Tandem Switches and Core End Office

Switches shall be the same as the Tandem/End Office subtending arrangements that Core maintains for the routing of its own or other carriers' traffic.

3.3 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 12.

4. Traffic Measurement and Billing over Interconnection Trunks

4.1 Each Party, at its own expense, reserves the right to audit all traffic and any associated billing as specified in this Section of the Agreement, up to a maximum of two audits per calendar year to ensure that only ~~Local Traffic and Local Internet Traffic~~ Section 251(b)(5) Traffic and ISP-Bound Traffic are being routed on the Interconnection Trunks and that rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

4.2 To the extent technically feasible, each Party shall pass ANI or Calling Party Number (CPN) information on each call. For those Customer's whose premise equipment is unable to populate the ANI or CPN in the call detail record, each party shall populate the ANI or CPN field with the Customer's billing number. The Parties agree that they will not populate the CPN field in the call detail record with a wholesale Customer's billing or local routing number but will utilize the final Customer's CPN or billing number.

4.2.1 Where possible, actual call detail records including the CPN, will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify traffic delivered by the other Party as either Local Traffic, Local Internet Traffic or traffic that is not within the scope of this Agreement.

4.2.2 When a terminating Party receives insufficient call detail or the CPN/ANI is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN/ANI of sufficient detail is greater than 90% the total calls delivered, the calls without sufficient detail or CPN/ANI will be presumed to be in the same proportion as the calls within the more than 90 percent that can be identified. If a traffic delivered by one Party to the other Party has CPN/ANI on fewer than 90% of the calls, the terminating Party may provide written notice of a billing dispute to the other Party delivering such calls below the 90 percent threshold. Upon such notice, the Party delivering the traffic to the other Party (the "Delivering Party") shall have 30 days to investigate and correct the lack of CPN/ANI and report the date the problem was corrected to the other Party (the "Terminating Party"). If the problem cannot be repaired within 30 days of the written notice to bring the delivered traffic without CPN/ANI to fewer than 10% of total calls, the Terminating Party will bill all traffic without CPN/ANI as intrastate Access traffic until such time as the traffic without CPN/ANI is fewer than 10% of total traffic.

4.3 ~~Core agrees that it is responsible for all the Interconnection facility charges due ABC for the Transit Trunk group facilities within the ABC service area.~~

5. ~~Local Traffic and Local Internet Traffic~~

5.1 ~~Reciprocal Compensation for Local Traffic.~~

5.1.1 ~~Reciprocal Compensation applies only to Local Traffic as defined in this Agreement.~~

5.1.2 ~~The specific compensation terms and conditions set forth in this Section of the Agreement for Local Traffic are related to, specifically dependent on, and limited to the provision of Local Exchange Service to Customers for the exchange of Local Traffic that originates and terminates solely within those areas as defined for Local Traffic in Section 2.41 of Part A. The specific compensation terms are also dependent on the application of all other terms and conditions set forth in this Agreement. The specific compensation terms and conditions set forth in this Section are not applicable to any other kind of traffic~~

or for traffic that originates or terminates in areas outside the scope of Local Traffic as defined in this Agreement.

5.1.3 ~~The Parties agree that the nature of the Local Traffic to be exchanged between the Parties and all other mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that the relative obligations and consideration are sufficiently in balance between the Parties such that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of Local Traffic within the scope of this Agreement. The compensation terms and conditions set forth in this section are specifically related to and dependent on all of the provisions of Section 5.1.2 and any other terms and conditions of this Agreement.~~

5.2 Traffic Not Subject to Reciprocal Compensation.

5.2.1 ~~Reciprocal Compensation shall not apply to the following: (1) any Internet Traffic; (2) interstate or intrastate Exchange Access or exchange services for Exchange Access; (3) intraLATA Toll Traffic or interLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (4) Switched Exchange Access Service traffic; (5) Optional Extended Local Calling Area Traffic; or (6) Tandem Transit Traffic. Reciprocal Compensation Traffic does not apply to traffic either originated from or terminated to a Party's Customer, where the Customer location is physically located outside of the geographic area that has been identified as the Rate Center Area associated with a particular NPA-NXX.~~

5.2.2 ~~The determination of whether Telecommunications traffic is Switched Exchange Access Service traffic shall be based upon the tariff of the incumbent LEC that serves the geographic area in which the originating Rate Center Area is located.~~

5.3 Treatment of Internet Traffic.

5.3.1 ~~The Parties agree to transport and switch Internet Traffic in the manner described below in this section subject to amendment upon written agreement of the Parties.~~

5.3.2 ~~The Parties acknowledge that under current network and service arrangements, some Internet Traffic may be switched and transported as if Local Internet Traffic is Local Traffic. The Parties will treat Local Internet Traffic under the following conditions until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this Local Internet Traffic. The switching and transport of Local Internet Traffic over the Interconnection Trunk facilities by either Party, however, will not be deemed or construed by either Party as either agreement or acknowledgment by the Parties that this arrangement is proper or required. In the event that the manner in which Local Internet Traffic is or may be treated is determined with finality by an appropriate regulatory or legal body, or in the event that any final and non-appealable action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of Local Internet Traffic pursuant to this section is unlawful, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms will be effective with the effective date of any such lawful action or determination regarding the treatment of Local Internet Traffic between the Parties. The Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to, the mutual exchange of Local Internet Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the Agreement set forth above, neither Party will owe a net due amount to the other Party for terminating Local Internet Traffic including, but not limited to, compensation for switching, transport or termination of Local Internet Traffic until such time as a regulatory authority, court, or legislative body addresses the proper treatment of this traffic.~~

Inter-carrier Compensation for the Transport and Termination of Interconnection Traffic.

For purposes of compensation under this Agreement, the telecommunications traffic exchanged between the Parties will be classified as Section 251(b)(5) Traffic, ISP-Bound Traffic, IntraLATA Interexchange Traffic, or InterLATA Interexchange Traffic.

Reciprocal Compensation for Section 251(b)(5) Traffic

The Party originating Section 251(b)(5) Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment.

Intercarrier Compensation for ISP-Bound Traffic

Compensation for ISP-Bound Traffic shall be governed by the FCC's ISP Remand Order and ISP Forbearance Order. To the extent the ISP Remand Order is overturned or otherwise found to be inapplicable, and to the extent ABC does not elect to exchange all Section 251(b)(5) traffic at the ISP Remand Order rates (as set forth in paragraph 89 of the ISP Remand Order), ISP-Bound Traffic shall be treated the same as Section 251(b)(5) Traffic for compensation purposes.

Access Charges for IntraLATA Interexchange Traffic

Access charges shall be applied to the origination and termination of IntraLATA Interexchange Traffic as set forth in the providing party's applicable intrastate access tariff.

Access Charges for InterLATA Interexchange Traffic

Access charges shall be applied to the origination and termination of InterLATA Interexchange Traffic as set forth in the providing party's applicable intrastate or interstate access tariff.

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

5.3.4 Where the public switched network, local exchange facilities and/or services of either Party are used for the origination or termination of VOIP Traffic calls, the Parties agree to apply the following terms and conditions: VOIP Traffic calls will be originated and terminated in the same manner as each Party does for non-VOIP, circuit-switched Traffic. VOIP Traffic shall be subject to the same compensation terms and conditions as applies for circuit switched calls. ~~Consequently, VOIP Traffic that both originates and terminates within a local calling area as defined for Local Traffic pursuant to this Agreement will also be treated as Local Traffic pursuant to this Agreement. All other VOIP Traffic will be treated as either intrastate or interstate interexchange traffic subject to the same terms and conditions as any other circuit-switched interexchange traffic, including the application of originating and terminating Switched Exchange Access Service charges.~~

6. Reserved for Future UseIndirect Traffic

6.1. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic. Indirect interconnection shall only be allowed to the extent each party is interconnected at a tandem which ABC's end office subtends.

6.2. Exchange Of Traffic

6.2.1. The Parties may send each other Indirect Traffic.

6.2.2. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.

6.2.3. Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting party. The originating Party is responsible for the payment of transit charges assessed by the transiting party.

6.3. Compensation for Indirect Traffic

6.3.1. Toll Traffic

Compensation for the termination of IntraLATA Toll Traffic between the Parties shall be based on their respective applicable access tariffs in accordance with FCC and Commission Rules and Regulations.

6.3.2. Section 251(b)(5) Traffic and ISP-Bound Traffic

Compensation for Section 251(b)(5) Traffic and ISP-Bound Traffic shall be based on the reciprocal compensation rates set forth in the Pricing Attachment.

7. Tandem Transit Traffic

Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its End Users to the End Users of a third party telecommunications carrier without the consent and agreement of all parties. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party. This Agreement does not obligate either Party to provide Tandem Transit Traffic Services.

7.1 Tandem Transit Traffic shall be routed over the Tandem Transit Trunks described in Appendix A. Core shall deliver Tandem Transit Traffic to ABC with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.

7.2 Core shall pay ABC for Transit Traffic that Core originates at the rate specified in the Pricing Attachment and Appendix A.

7.3 In no case will ABC be required to continue to provide Tandem Transit Traffic Services for local Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of local Tandem Transit Traffic to be delivered to the CLEC, ILEC, CMRS carrier, or other LEC exceeds one (1) DS-1 level volume of calls per CLEC, ILEC, CMRS carrier, or other LEC per ABC tandem serving area for a period of three consecutive months.

7.4 If or when a third party carrier's Central Office subtends a Core Central Office, then Core shall offer to ABC a service arrangement equivalent to or the same as Tandem Transit Service provided by ABC to Core as defined in this Section such that ABC may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a Core Central Office ("Reciprocal Tandem Transit Service"). Core shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section.

7.5 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

8. Number Resources, Rate Center Areas and Routing Points

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.

8.2 During the term of this Agreement, Core shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for ABC and any other incumbent Local Exchange Carriers within the serving area. Core shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the telecommunications industry adopts alternative methods of utilizing NXXs.

8.3 It shall be the responsibility of each Party to program and update its own switches and network systems. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

9. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

9.1 Joint Network Implementation and Grooming Process.

9.1.1 Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia: (1) standards to ensure that Interconnection Trunks and Tandem Transit Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within ABC's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards; (2) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects; (3) disaster recovery provision escalations; and (4) such other matters as the Parties may agree.

9.1.2 Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a P.01 Grade of Service.

9.2 Installation, Maintenance, Testing and Repair.

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

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

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

9.2.3 Billing for maintenance service by either party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in ABC's intrastate access tariff.

9.3 Forecasting Requirements for Trunk Provisioning.

Within ninety (90) days of executing this Agreement, Core shall provide ABC a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from ABC over each of the Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to ABC on an as-needed basis but no less frequently than semiannually.

9.4 Initial Forecasts/Trunking Requirements.

Because ABC's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom Core decides to market

its services, ABC will be largely dependent on Core to provide accurate trunk forecasts for both inbound (from ABC) and outbound (to ABC) traffic. At ABC's discretion, when Core expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, ABC may provide the number of trunks Core suggests; provided, however, that in all cases ABC's provision of the forecasted number of trunks to Core is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and Core's previous forecasts have proven to be reliable and accurate.

9.4.1 Monitoring and Adjusting Forecasts. ABC will, for ninety (90) days, monitor traffic on each trunk group that it establishes at Core's suggestion or request pursuant to the procedures identified in this Section. At the end of such ninety (90) day period, ABC may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced subject to the limitations in Section 2.3 and Section 2.4 of this Interconnection Attachment.

9.4.2 In subsequent periods, ABC may also monitor traffic for ninety (90) days on additional trunk groups that Core suggests ABC to establish.

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

10.1 Scope.

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

~~Service provider number portability ("SPNP") is a service arrangement by, between, and among local exchange carriers which allows an existing Customer to obtain local exchange service from a different local exchange service provider and retain its then existing telephone number at a location within the same rate center area. The Parties agree that they will only send a request to the other Party, requesting to port a number, under the following conditions: (a) the requesting Party will be providing Telephone Exchange Service to that Customer in the same rate center area in which the Customer currently obtains Telephone Exchange service; (b) the Requesting Party will be providing Telephone Exchange Service to that Customer pursuant to a valid Certificate of Authority issued by the Pennsylvania Public Utility Commission (PA-PUC); and (c) the requesting Party agrees, represents and warrants that the PA-PUC has full regulatory authority over the requesting Party's Telephone Exchange Service provided to that particular Customer for which the port has been requested. The Parties agree that they will not seek to port numbers from the other Party on behalf of any other service provider. SPNP is the arrangement under which the Parties will provide long-term number portability.~~

~~10.2 Procedures for Providing LNP ("Long-term Number Portability")~~

~~10.2.1 The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis. LNP shall only be provided within the geographic Rate Center Area associated with the ported number and shall not be provided across Rate Center Area boundaries. LNP shall not be provided for the purpose of avoiding toll or long distance charges.~~

~~10.2.2 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. Party B shall be charged and shall pay to Party A either the Basic Initial LSR Service Order Charge or the Basic Subsequent Service Order Charge as set forth in Appendix A. When a ported telephone number becomes vacant; e.g., the telephone number is not longer in service by the original end-user, the ported telephone number will be released back to the Local Service Provider owning the switch with which the NXX block associated with the ported number was assigned originally by the North American Numbering Plan Administrator.~~

~~10.2.3—When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.~~

~~10.2.4—When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.~~

~~10.2.5—When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.~~

~~10.2.6—The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG) assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.~~

~~10.2.7—Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted below, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es).~~

~~10.2.8—All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.~~

~~10.2.9—Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.~~

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

ABC Telephone Company

Core Communications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT C

PRICING

1. General

1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.

1.2 The Charges for a Service shall be the charges for Services as detailed in this Attachment or Appendix A, as applicable.

1.3 In the absence of Charges for a Service established pursuant to this Section, the Charges shall be as stated in Appendix A of this Pricing Attachment.

1.4 In the absence of Charges for a Service established pursuant to this Section, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.

1.5 In the absence of Charges for a Service established pursuant to this Section, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.

1.6 In the absence of Charges for a Service established pursuant to this Section, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Core Prices

Notwithstanding any other provision of this Agreement, the Charges that Core bills ABC for Core's Services shall not exceed the Charges for ABC's comparable Services.

3. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding in which the FCC, the Commission or other governmental body with appropriate jurisdiction is asked to reduce such Charges and to order a refund of any amounts paid in excess of any Charges that are reduced).

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

ABC Telephone Company

Core Communications, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A
ABC TELEPHONE COMPANY and CORE COMMUNICATIONS, INC.

A. Designation of the IP(s):

| B. ~~Local Section 251(b)(5)~~ Traffic Termination: _____ [RATE]

To be added pursuant to the terms of this Agreement

| _____ ISP-Bound Traffic Termination: \$0.0007/MOU

C. Tandem Transit arrangements for Tandem Transit Traffic between Core and carriers other than ABC that subtend a ABC Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)

- Tandem Transit Trunking Arrangement:
- Tandem Transit Trunking Charges by ABC to Core:
- Tandem Switching & Transport= \$.xxxx/MOU for Core Originated Tandem Transit Traffic

D. LSR Ordering Charges for LNP activity

- Basic Initial LNP Service Order Charge = \$xxx.xx per each initial request by one Party to the other Party per LNP request per Customer -- To be billed to and paid by the requesting Party.
- Basic Subsequent LNP Service Order Charge = \$xxx.xx per each time the requesting Party submits a revised request per LNP request per Customer -- To be billed to and paid by the requesting Party.

E. DIRECTORY LISTINGS & BOOKS

1. Directory Listing Report
- Annual directory validation listing report \$_____ to be billed to and paid by Core to ABC
 - Initial Request separate request \$_____ to be billed to and paid by Core to ABC
 - Subsequent Requests \$_____ to be billed to and paid by Core to ABC

2. For each telephone number listed (i.e., published) in the White Page Directory and/or in the Yellow Page Directory - a monthly charge equal to ABC's costs or charges to ABC from outside vendor for each such listing:

- \$x.xx per month per listing to be billed to and paid by Core to ABC

3. Other Tariffed Directory Listing Services
- As Applicable per ABC Pa PUC
 - Listing/Database charge - \$.XXX

4. As Applicable per ABC-PAPUC No.____

- Books & delivery (annual home area directories only) --- No charge for normal number of books delivered to Customers; additional delivery or bulk delivery per separate arrangement between ABC and Core.

F. Designation of Third Party interconnection Arrangements.

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

ABC Telephone Company

Core Communications, Inc.

By:_____

By:_____

Printed:_____

Printed:_____

Title:_____

Title:_____

Date:_____

Date:_____

APPENDIX 12

Chris Van de Verg

From: "Chris Van de Verg" <chris@coretel.net>
To: "Norman J. Kennard" <njkennard@hmsk-law.com>; <parmstrong@ttanlaw.com>
Cc: "Regina Matz" <rmatz@ttanlaw.com>; "Michael B. Hazzard" <mhazzard@wcsr.com>;
<gzing@ptd.net>; "Rick Hicks" <rih@stevenslee.com>; "Mike Gruin" <mag@stevenslee.com>
Sent: Monday, December 26, 2005 4:27 PM
Subject: pta/rtcc/core call set for 1/3 at 8:30 a.m.

Norm, Patty:

Here's the dial in info for next week's call:

--Dial 1-800-213-0326
--Enter 410-216-9865#

Given the multiplicity of parties to be represented on the call, I wanted to clarify Core's expectations. First, it is our intent to go through the RTCC and PTA proposals separately, issue-by-issue, following the text of the redline line-by-line and page-by-page. In our experience, this is the only method to really flesh out the existing issues, as well as opportunities for agreement. We do not care which proposal we address first, although it would be helpful if PTA and RTCC could decide on an order and let us know in advance of the call.

Second, it is our expectation that all parties on the call are represented by individuals who are authorized to negotiate and agree upon resolution of issues.

Finally, Core will be represented on the call by myself and Mike Hazzard, an attorney with the firm of Womble, Carlyle, Sandridge & Rice. To clarify, I have authorization to negotiate and settle issues. Mike will be on hand to field legal questions arising from the various proposals.

Happy Holidays,
--Chris

RECEIVED

JAN 25 2006

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

APPENDIX 13

STEVENS & LEE
LAWYERS & CONSULTANTS

17 North Second Street
16th Floor
Harrisburg, PA 17101
(717) 234-1090 Fax (717) 234-1099
www.stevenslee.com

Direct Dial: (717) 255-7365
Email: mag@stevenslee.com
Direct Fax: (610) 988-0852

January 12, 2006

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JAN 25 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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2006 JAN 13 AM 9:31
PA PUC
SECRETARY'S BUREAU

Secretary James J. McNulty
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: In re: Application of Core Communications, Inc. to Amend its Certificate of Public Convenience to begin to offer, render, furnish, or supply Competitive Local Exchange Telecommunications Services to the public in the Commonwealth of Pennsylvania

Docket No. A-310922 F0002, Am. A
STATUS REPORT ON INTERCONNECTION NEGOTIATIONS

Dear Secretary McNulty :

I am counsel for the Applicant, Core Communications, Inc., in the above captioned matter. I write to report on the status of interconnection negotiations between the Applicant, Core Communications, Inc. and all of the ILECs participating in interconnection negotiations.

Core sent bona fide requests for interconnection to the every ILEC operating in Pennsylvania with the exception of Verizon on August 17, 2005. Negotiations are ongoing between the parties. Alltel and Sprint are negotiating individual interconnection agreements with Core. The 5 (five) Frontier ILECs are negotiating on their own behalf. The Pennsylvania Telephone Association (PTA) and the Rural Telephone Company Coalition (RTCC) are negotiating uniform agreements on behalf of their members.

While the parties have made diligent effort to reach an agreement, the parties have been unable to reach agreement on all issues. Therefore, it is the assessment of Core Communications, Inc. that it will be necessary to petition for arbitration of disputed issues with every ILEC with

Philadelphia • Reading • Valley Forge • Lehigh Valley • Harrisburg • Lancaster
Scranton • Wilkes-Barre • Princeton • Cherry Hill • New York • Wilmington

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LAWYERS & CONSULTANTS

Secretary James J. McNulty
December 7, 2005
Page 2

whom Core is negotiating. Such Petitions will be filed in the time and manner prescribed by the Commission's regulations.

Best regards,

STEVENS & LEE



Michael A. Gruin

APPENDIX 14

Chris Van de Verg

From: "Chris Van de Verg" <chris@coretel.net>
To: <parmstrong@ttanlaw.com>
Cc: <rmatz@ttanlaw.com>; <mhazzard@wcsr.com>; <mag@stevenslee.com>; <rlh@stevenslee.com>
Sent: Thursday, January 19, 2006 11:07 AM
Attach: 060117 RTCC-Core Issues List.doc; MDPSC Order 79250.pdf
Subject: rtcc-core ica negotiations: follow up from last friday's call

Patty,

Picking up from our discussions Friday, I wanted to provide you with the following:

1. Citations to legal authorities in support of Core's ICA proposal. Here are some of the citations on which Core relies for its negotiating position on various issues we have discussed:

Definition of Section 251(b)(5) Traffic: 47 CFR §51.701(b).

Duty to Transport Interconnection Traffic to Other Party's Switch: 47 CFR §51.703(b) and Local Competition Order, para. 1062. These rules have been discussed and interpreted extensively, as in: Memorandum Opinion and Order, In the Matter of TSR Wireless, LLC v. US West Communications, 15 FCC Rcd 11166, 2000 FCC Lexis 3219, at **25-26 (Released: June 21, 2000); and: Opinion and Order, Petition of Cellco Partnership d/b/a Verizon Wireless, PaPUC Docket No. P-00021995 (et al.), at pages 24-25 (Order entered Jan. 18, 2005); and Order No. 79250, In the Matter of the Petition of AT&T Communications, MDPSC Case No. 8882, at 7-10 (July 7, 2004)(attached).

Reciprocal Compensation for Section 251(b)(5) Traffic: 47 CFR §51.701(e) and §51.703(a).

Intercarrier Compensation for ISP-Bound Traffic: The ISP Remand Order and (to the extent the ISP Remand Order is not applicable) the portion of the Pa PUC's Global Order that discusses compensation for ISP-bound traffic (Issue XIV in the Global Order).

Having provided this list to RTCC, I would appreciate if you would return the favor by identifying specific authorities in support of RTCC's positions on these same issues.

2. A list of existing, open issues between Core and the RTCC companies. On Friday, we discussed the development of a joint matrix of issues to aid the Commission in its resolution of open issues. Attached hereto is a Word document that provides a simple list of open issues, and that identifies the specific language in dispute. It is still only a list--I have not attempted to characterize each party's position. If we can agree on a simple list, however, we will be positioned to work out a matrix that shows each party's proposed language and position for each issue, perhaps in a table format. To that end, let me know if you think the attached list needs any issues added or subtracted.

Regards,
--Chris

STATEMENT OF DISPUTED ISSUES

Preface

1. Scope.

Glossary of Terms

1. Enhanced Services & Enhanced Service Provider (RTCC §§2.22 and 2.23).
2. Internet Service Provider & Related Definitions (RTCC §§2.30 and 2.31 and Core's related proposed definitions).
3. Interconnection Point (RTCC § 2.33).
4. Local Traffic (RTCC §2.39).
5. Section 251(b)(5) Traffic (Core's proposal).
6. Signaling System 7 (RTCC §2.50).

General Terms and Conditions

1. Change of Law (RTCC §§3.2, 3.3 and 6.5).
2. Term (RTCC §4.1).
3. Evergreen (RTCC §4.3).
4. Assignment (RTCC §7.2).
5. Certification (RTCC §10.3).
6. Limitation of Liability (RTCC §27.5.5).

Interconnection

1. Scope of Traffic (RTCC §1).
 - a. Use of one-way trunks.
 - b. VNXX prohibition/access charge clarification (RTCC §§1.3 and 1.5).
2. Methods for Interconnection and Trunk Types (RTCC §2).
 - a. Transit on originating traffic (RTCC §2.1.1.2).

- b. Use of MF signaling (RTCC §§2.1.3 and 2.3.3).
 - c. Two-way transit trunks requirement (RTCC §2.2.2).
 - d. Provision of IXC trunks (Core proposed language).
 - e. Use of one-way trunks as it relates to trunk performance standards (RTCC §2.4).
 - f. Physical Architecture (Core proposed language).
 - g. Loop Interconnection (Core proposed language).
 - h. Alternative Interconnection Arrangements (Core proposed language).
3. Trunk Provisioning (RTCC §3).

Requirement for Core to order DS3 interfaces for two-way trunks.

- 4. Traffic Measurement and Billing (RTCC §4.2). Use of ANI.
- 5. Local Traffic and Local Internet Traffic (RTCC §5).
 - a. Compensation for “Local Traffic” and “Local Internet Traffic.”
 - b. Reciprocal compensation exceptions (RTCC §5.2).
 - c. “Treatment Internet Traffic” language (RTCC §5.3).
 - d. Core’s proposed language for Section 251(b)(5) Traffic, ISP-Bound Traffic and Access Traffic.
 - e. VOIP language (RTCC §5.3.4)
- 6. Indirect Traffic (Core §6).
- 7. Number Portability (RTCC §10).

Pricing Appendix

- 1. Local/Section 251(b)(5) Traffic Rate.
- 2. ISP-Bound Traffic Rate.

ORDER NO. 79250

In the Matter of the Petition of AT&T
Communications of Maryland, Inc. for
Arbitration Pursuant to 47 U.S.C. § 252(b)
Concerning Interconnection Rates, Terms
And Conditions.

*
*
*
*

Before the
Public Service Commission
of Maryland

Case No. 8882

This proceeding involves the arbitration of an Interconnection Agreement pursuant to Section 252(b) of the Telecommunications Act of 1996 (the "Act")¹ between Verizon Maryland Inc. ("Verizon") and AT&T Communications of Maryland LLC and TCG Maryland (collectively "AT&T"). The parties have appealed various rulings contained in the Proposed Order of Hearing Examiner previously issued in this proceeding. The Commission resolves those issues herein. The Commission adopts all rulings in the Proposed Order which have not been appealed and are therefore not discussed herein.

ISSUE 2

This issue concerns the question of whether carriers should receive Section 251(b)(5) reciprocal compensation when terminating calls to voice information service providers. Voice information service providers offer recorded voice announcement information such as information regarding weather conditions. The Hearing Examiner concluded that voice information services traffic is eligible for reciprocal compensation. The Commission affirms that finding.

¹ 47 U.S.C. 251 *et. seq.*

The types of calls at issue are voice calls and are fundamentally the same as all other local voice calls for which reciprocal compensation is due to the terminating carrier. There is no meaningful distinction between these calls and other voice calls that would lead to a conclusion that these calls are not subject to payment of reciprocal compensation.

Verizon asserts that Section 251(g) of the Act and the Federal Communications Commission's ("FCC's") *Intercarrier Compensation Order*² exempt all information services traffic from reciprocal compensation. The argument is not persuasive. The FCC concluded in its *Intercarrier Compensation Order* that Internet Service Provider ("ISP")-bound *data* traffic was "information access" traffic that was excluded from reciprocal compensation obligations under Section 251(g) of the Act. The *Intercarrier Compensation Order* addressed only data calls to **Internet Service Providers**. The FCC did not address any other category of "information access" including voice information services traffic. Moreover, in the AT&T – Verizon Virginia arbitration³ the FCC rejected the rationale offered by Verizon for excluding this traffic from reciprocal compensation as well as the very same contract language proposed by Verizon here. The FCC explained that:

We disagree with Verizon's assertion that every form of traffic listed in section 251(g) should be excluded from

² In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996. *Intercarrier Compensation for ISP-Bound Traffic, Order on Remand and Report and Order*; CC Docket Nos. 96-98, 99-68; 16 FCC Rcd 9151; FCC 01-131 (2001) ("Intercarrier Compensation Order" or "ISP Remand Order").

³ Petitions of WorldCom, Inc., Cox Virginia Telecom, Inc. and AT&T Communications of Virginia Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia, Inc., and for Expedited Arbitration, CC Docket Nos. 00-218, 00-249 and 00-251, DA 02-1731, Memorandum Opinion and Order. Wireline Competition Bureau, 17 FCC Rcd at 21939. issued July 17, 2002 ("Virginia Arbitration Order").

section 251(b)(5) reciprocal compensation. In remanding the ISP *Intercarrier Compensation Order* to the Commission, the D.C. Circuit recently rejected the Commission's earlier conclusion that section 251 (g) supports the exclusion of ISP-bound traffic from section 251(b)(5)'s reciprocal compensation obligations. Accordingly, we decline to adopt Verizon's contract proposals that appear to build on logic that the court has now rejected. (*Virginia Arbitration Order*, ¶ 261).

In sum, the Commission finds that calls to voice information service providers are subject to the same reciprocal compensation obligations as all other local voice calls. There is no meaningful basis upon which to distinguish these calls from other voice calls, and the FCC's *Virginia Arbitration Order* specifically rejected the argument that all forms of information access are excluded from reciprocal compensation.

ISSUE 3

This issue concerns the treatment of calls to customers who subscribe to foreign exchange ("FX")-like services. The specific question involves whether these calls are local calls, toll calls, or ISP-bound calls, and what form of intercarrier compensation is due for these types of calls.

Verizon asserts that when a Verizon customer calls an AT&T FX customer, Verizon should be allowed to impose access charges on AT&T; and AT&T should not be allowed to collect reciprocal compensation from Verizon. Verizon argues for this result based upon its assertion that these calls are interexchange calls, not local calls. Verizon characterizes the calls as interexchange based on the physical locations of the calling and called parties, which are frequently a considerable distance from one another. Verizon also asks the Commission to confirm that ISP-bound compensation is not due for FX calls to ISPs. Verizon asserts that this result is compelled by the *ISP Remand Order*,

which limits such compensation to delivery of calls from one local exchange carrier's ("LEC's") customer to an ISP in the same local calling area served by a competing LEC.

AT&T argues that both Verizon's and AT&T's FX service is a local service, because standard industry practice, including Verizon's practice, is to rate calls based on the NPA-NXX (telephone numbers) of the calling and called parties, not the physical location of the parties. AT&T notes that calls are rated as local or toll depending upon the telephone numbers of the parties, not upon their geographic location. Thus, FX calls are local because the telephone numbers of the calling and called parties fall within the same local calling scope. AT&T cites the FCC's decision in the *Starpower Damages Award Order*, in which the FCC found that Verizon itself determines the local or toll nature of a call based upon the telephone numbers of the customers, not the physical location of the customers.⁴

With respect to FX calls to ISPs, AT&T asserts that the FCC has ordered that *all* calls to ISPs are subject to ISP compensation. The FCC's rules do not distinguish between FX calls to ISPs and other calls to ISPs. Second, FX calls to ISPs do terminate from one LECs customer to an ISP in the same local calling area served by a competing LEC therefore they are entitled to ISP compensation by the terms of the *ISP Remand Order*.

The Proposed Order accepted AT&T's position on this issue. The Commission affirms that finding. The Commission finds that FX calls are local calls, not

⁴ *Starpower Communications, LLC v. Verizon South Inc.*, Memorandum Opinion and Order, FCC 03-278, released November 7, 2003 ("*Starpower Damages Award Order*"), implementing *Starpower Communications, LLC v. Verizon South Inc.*, Memorandum Opinion and Order, 17 FCC Red 6873 (2002), reversed on other grounds sub nom. *Starpower Communications, LLC v. FCC*, 334 F.3d 1150 (D.C. Cir. 2003).

interexchange calls, based on standard industry practice, including Verizon's own practice, and therefore reciprocal compensation is owed to the terminating carrier, and no access charges apply. The calls are local because the status of a call as local or toll is determined, pursuant to standard industry practice, by the telephone numbers of the calling and called parties, not by their physical location. The Commission notes in this regard the FCC's decision in *Starpower* rejecting Verizon's assertion that FX calls should be considered toll calls because the service enables a customer to avoid toll charges. The FCC noted that this argument missed the crucial point that Verizon South itself rated calls to and from its foreign exchange customers as local or toll based upon the telephone number assigned to the customer, not the physical location of the customer.⁵

This same industry standard and practice also means that FX calls to ISPs are local (if the calling and called telephone numbers are local) and therefore access charges would not apply. Rather, ISP compensation applies, and reciprocal compensation does not, pursuant to FCC's *ISP Remand Order*. The Commission notes in this regard that the FCC's *ISP Remand Order* requires ISP call compensation for all calls to ISPs, and the Order does not distinguish between FX calls to ISPs and other calls to ISPs.

ISSUE 5

During the course of this proceeding before the Hearing Examiner, Verizon proposed that the term "Internet service provider" be defined to include "an entity that provides its customers, employees, contractors, representatives, and the like the ability to obtain on-line information through the Internet." The Proposed Order rejected Verizon's proposal, in a discussion of Issue 3 dealing with FX traffic, on the grounds that it lacked

⁵ *Starpower Damages Award Order*, ¶¶ 14-17.

record evidence and was essentially peripheral to this arbitration case.⁶ Verizon has appealed this finding noting that evidence was presented and that the issue is not peripheral.

AT&T notes in reply that the Arbitrator did not make any substantive ruling on Issue 5 (the issue most related to Verizon's proposed definition of ISP) because the parties agreed to address this issue in a separate proceeding. Indeed, the Proposed Order indicates that the parties agreed to address Issues 4 and 5 in a separate proceeding. Proposed Order at 13.

The Commission finds that under the circumstances the most appropriate course of action is to preserve the parties right to litigate this matter in another proceeding, as they have agreed to do. Thus, the Commission finds that the Hearing Examiner's ruling on this issue in the Proposed Order has no precedential effect and the parties are free to pursue their respective positions on this issue in another proceeding.

ISSUE 6

The Hearing Examiner concluded that AT&T is entitled to receive the tandem reciprocal compensation rate if its switches are capable of serving a geographic area comparable to the area served by Verizon's tandem switches. Verizon does not seek reconsideration of the Hearing Examiner's articulation of this rule, but does seek clarification that the contract language must conform to that ruling. That is, Verizon asserts that AT&T (and any other CLEC opting into AT&T's agreement) must affirmatively show that its switches meet the "capable of serving" test adopted in the Proposed Order in order to receive the higher tandem rate. Verizon goes on to assert that

⁶ Proposed Order, p. 12, n.4.

although the Hearing Examiner accepted AT&T's proposal to adopt the FCC Wireline Bureau's "capable of serving" standard, he did not determine that AT&T had, in fact, shown in this proceeding that any or all of its switches met that standard. Finally, Verizon asserts that AT&T did not, in fact, present evidence establishing that its switches are "capable of serving" a geographically comparable area, and therefore, AT&T is not entitled to the higher tandem rate unless and until it satisfies that test.

In its Reply Memorandum, AT&T pointed to testimony in this proceeding which demonstrates that AT&T's switches in Maryland are capable of serving a geographically comparable area to those served by Verizon's tandem switches. *See*, AT&T Panel Direct Testimony at 60-71; AT&T Panel Rebuttal Testimony 62, 65-66. The testimony of AT&T's witnesses on this point has not been refuted.

Most of the discussion in the Proposed Order addresses the legal standard to be applied to this issue (the geographic comparability test). The Proposed Order does not specifically address the evidence. As Verizon notes, the standard adopted in the Proposed Order has not been appealed, and since the record does contain the needed evidence, the Commission finds that AT&T's switches are capable of serving a geographic area comparable to the area served by a Verizon tandem switch. Therefore, AT&T is in fact entitled to the tandem reciprocal compensation rate.

ISSUE 7

This issue concerns the interconnection of Verizon's and AT&T's networks. More specifically, the issue concerns the point(s) of interconnection at which the carriers will exchange traffic. Although the Proposed Order adopted Verizon's position on this issue, Verizon requests that the Commission clarify that AT&T's proposed language is

incorrect, because it requires Verizon to drop off its traffic to an AT&T switch. Verizon requests that the Commission make clear that it is adopting Verizon's position, which provides that Verizon may exchange its traffic with AT&T at the *same* point of interconnection (i.e., a point on Verizon's network) chosen by AT&T to drop off its traffic. For its part, AT&T has appealed this aspect of the Proposed Order and asserts that a Verizon point of interconnection would normally be mutually agreed upon, but failing agreement would default to the AT&T switch location to which Verizon has built out its network facilities.

The Commission has carefully considered the arguments presented by Verizon and AT&T in support of their respective positions and provides the following direction to the parties. The Commission does not find persuasive Verizon's arguments that its obligation to deliver its traffic ends at its tandem because the point of interconnection is for the "mutual exchange of traffic" and because the point of interconnection must be on Verizon's network. The FCC's rules define the act of interconnection as 'the linking of two networks for the mutual exchange of traffic' but this does not mean that multiple points of interconnection for the "mutual exchange of traffic" are prohibited. The FCC's rules do not require a single point of interconnection for the mutual exchange of traffic, as Verizon asserts, rather they allow the requesting carrier to establish a single point of interconnection, at its option.⁷

⁷ For example, the FCC has held that "Section 251, and our implementing rules, require an incumbent LEC to allow a competitive LEC to interconnect at any technically feasible point. This means that a competitive LEC has the option to interconnect at only one technically feasible point in each LATA." In the Matter of Application by SBC Communications Inc. Pursuant to Section 271, FCC 00-238, Released June 30, 2000 (*Texas 271 Order*) ¶ 78.

The Act and FCC rules provide requesting carriers (in this case AT&T) with the right to designate any technically feasible point of interconnection.⁸ The Act and FCC rules do not provide incumbent local exchange carriers with the right to designate points of interconnection. Verizon's position allows it to designate the point of interconnection for its traffic and therefore runs counter to the FCC's rules.

The Commission finds persuasive the fact that the FCC adopted AT&T's proposed contract language with respect to this issue in the *Virginia Arbitration Order*. The Commission adopts the same language herein.

This dispute concerns AT&T's and Verizon's respective obligations to deliver their originating traffic to one another. The issue concerns each party's respective responsibility for the cost of transporting traffic from its switch to the other company's switch. The FCC's rules make each party responsible for delivering its traffic to the other party.⁹ Therefore, Verizon is financially responsible for transporting its traffic to AT&T's switch location and AT&T is financially responsible for transporting its traffic to Verizon's switch location. Two points of interconnection are appropriate. Each party is responsible for the cost of delivering its traffic through its network and into the interconnection facility that connects the two networks. The cost of the interconnection

⁸ 47 C.F.R. § 51.305(a)(2).

⁹ The FCC has expressed the obligations of each carrier as follows: "The Local Competition Order requires a carrier to pay the cost of facilities used to deliver traffic originated by that carrier to the network of its co-carrier, who then terminates that traffic and bills the originating carrier for termination compensation. In essence, the originating carrier holds itself out as being capable of transmitting a telephone call to any end-user, and is responsible for paying the cost of delivering the call to the network of the co-carrier who will then terminate the call. Under the Commission's regulations, the cost of the facilities used to deliver this traffic is the originating carrier's responsibility, because these facilities are part of the originating carrier's network. The originating carrier recovers the costs of these facilities through the rates it charges its own customers for making calls. This regime represents "rules of the road" under which all carriers operate, and which make it possible for one company's customer to call any other customer even if that customer is served by another telephone company." In the matter of *TSR Wireless v. U.S. West*, FCC 00-194, Released June 21, 2000 (*TSR Wireless*) ¶ 34 (emphasis added).

facility itself is shared consistent with the rules set forth by the FCC in ¶1062 of the 1996 First Report and Order.¹⁰ In sum, those rules require that the carriers share the cost of the interconnection facility based upon each carrier's percentage of the traffic passing over the facility.

The interconnection architecture described above is fair to both carriers. Each carrier is responsible for the cost of transporting its traffic through its network to the edge of its network. Both carriers then equitably share the cost of the interconnection facility which connects the two networks, based on each carrier's share of the traffic that passes over the interconnection facility.

ISSUE 8

This issue concerns the right of a terminating carrier to charge a rate, equivalent to the rate for dedicated transport, to the originating carrier, when the terminating carrier provides the transport of the originating carrier's traffic between the two networks. Specifically, AT&T has proposed charging the unbundled transport rate when it provides transport service for Verizon traffic from the point of interconnection (when the point of interconnection is located at Verizon's switch) to the AT&T switch. The Proposed Order rejected this proposal and AT&T appealed.

As previously noted with respect to Issue 7, FCC precedent makes each carrier financially responsible for the cost of delivering its traffic to the other carrier's network for termination. AT&T asks the Commission to clarify that the unbundled dedicated

⁹ In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers, *First Report and Order*; CC Docket Nos. 96-98, 95-185; 11 FCC Rcd 15499; FCC 96-325 (1996) ("*Local Competition Order*" or "*First Report and Order*"), ¶ 1062.

transport rates the Commission has established apply to the service at issue here, such as if AT&T were to provide transport of Verizon traffic from a point of interconnection in Annapolis to AT&T switches in Baltimore.

Verizon asserts that the only payment to a terminating carrier is the ‘transport and termination rate’ as established by the Commission in the reciprocal compensation charge. No change to the existing reciprocal compensation rate is called for. Verizon notes that the only reciprocal compensation rate a carrier is entitled to is the end office switching rate, the tandem switching rate, and the common transport rate. AT&T has offered no cost studies to show it is entitled to any other additional rate.

The Commission finds that AT&T’s proposal is appropriate and that language reflecting the proposal should be included in the Interconnection Agreement. The language should be mutual and provide for either AT&T or Verizon to charge a rate equal to the rate for unbundled dedicated transport anytime either party provides the transport of the other party’s originating traffic between the point of interconnection and the terminating carrier’s switch.

The rate described above recovers the cost of the interconnection facility and is prescribed by the FCC in ¶1062 of the *Local Competition Order*. The contract language should reflect the guidance provided in that Order. The Commission notes that a rate mechanism to cover the cost of the interconnection facility, or to cover the cost of transport between the two networks, is separate from the reciprocal compensation rate. The reciprocal compensation payment only reflects costs starting at the terminating

carrier's switch.¹¹ If the terminating carrier provides interconnection service to the other carrier (i.e., service before its switch, dedicated transport, in effect) it is entitled to compensation (in addition to reciprocal compensation) at total element long run incremental costs ("TELRIC") rates, pursuant to ¶ 1062 of the *Local Competition Order*.

ISSUE 9

This issue concerns the terms and conditions under which Verizon may collocate in AT&T's premises. The Hearing Examiner properly ruled that the Commission has no authority under the Telecommunications Act to establish the terms and conditions of collocation offered by a competitive local exchange carrier ("CLEC"). He cited the FCC's ruling on this same issue in the Virginia arbitration:

Verizon argues that fairness dictates that it have collocation choices comparable to those available to competitive LECs. Verizon's collocation obligations, however, arise primarily under section 251 (c)(6) of the Act, which requires incumbent LECs, but not competitive LECs, to provide collocation to other carriers. Indeed, in the Local Competition First Report and Order, the Commission decided not to impose reciprocal section 251 (c)(2) interconnection obligations on non-incumbents. It also determined that a state commission's imposition of section 251(c) obligations on non-incumbents would be inconsistent with the Act. Thus Commission precedent explicitly forecloses our imposition of collocation obligations on petitioners pursuant to section 251 (c)(6). (*Virginia Arbitration Order*, ¶75, cited at page 22 of the Proposed Order).

Verizon does not appeal the finding in the Proposed Order that AT&T is not required to provide collocation to Verizon. But Verizon does seek clarification with respect to the terms and conditions AT&T proposed in its contract and which the parties

¹¹ It reflects the cost of the terminating carrier's tandem switch, the cost of transport to the terminating carrier's end office switch, and the cost of end office switching.

are disputing in connection with Issue 9. Specifically, Verizon asserts that AT&T has proposed certain terms and conditions that are unnecessary in light of a pre-existing agreement negotiated by the parties and are unreasonable and place onerous restrictions and obligations on Verizon.

Verizon asserts that AT&T has included as part of its proposed contract language a separate set of terms and conditions governing the use of spare capacity of pre-existing facilities and in doing so, AT&T ignores the fact that the parties have previously agreed, in connection with another proceeding, to terms and conditions governing the treatment of the Verizon facilities that already exist within AT&T's switch locations. Verizon requests that the Commission clarify that these same terms and conditions also apply to the spare capacity of those pre-existing facilities to be used to exchange local traffic. Thus, because Verizon's presence at AT&T's premises is already governed by an existing agreement, AT&T's Space License Schedule is unnecessary and should be stricken from the Interconnection Agreement to avoid confusion.

The Proposed Order correctly found that neither the FCC nor a State Commission can impose collocation terms and conditions on a CLEC. Both Verizon and AT&T accept this conclusion. The Commission cannot dictate the terms and conditions for collocation on AT&T's premises. Additionally, the only way in which terms can be included in an *Interconnection Agreement* is if the Commission orders their inclusion or if the parties agree to their inclusion. Since the Commission cannot compel the inclusion of collocation terms relating to AT&T's premises, any such terms can be included in the Interconnection Agreement only by mutual agreement of the parties. If the parties do not

agree on such terms, then there are no such terms to be included in the Interconnection Agreement.

ISSUE 10

Verizon has requested clarification of three separate sub-issues relating to the mid-span fiber meet form of interconnection.

Because the Proposed Order does not clearly address the issue, Verizon requests that the Commission clarify that Verizon has the right to choose the location of its own fiber optic electronics. Verizon asserts that AT&T's proposal would unreasonably permit AT&T to designate unilaterally both the location where the parties' fiber optic cables will meet and the Verizon central office where Verizon will install its own fiber optic electronics. Verizon's mid-span fiber meet proposal would allow each party to provide the appropriate fiber optic electronics in its own "designated wire center." Verizon asserts that its proposal will have no operational or financial impact on AT&T, and that the only compensation AT&T would be required to pay Verizon would be the reciprocal compensation rate determined by the central office area *requested by AT&T*. Verizon's proposal thus guarantees Verizon the ability to design its network efficiently, and yet will have no negative impact on AT&T.

AT&T opposes Verizon's proposal because it would expose AT&T to the risk of improper billing for calls delivered to AT&T- designated central offices and greater cost for dedicated transport used to deliver calls to points beyond the AT&T designated central offices. AT&T notes that Verizon has adduced no proof that it has technical solutions to the concerns raised by AT&T's witnesses regarding the risk that the placement of Verizon's electronics in alternative locations will result in AT&T being

improperly charged for traffic sent over an affected mid-span fiber meet arrangement. Nor has Verizon stated specifically that when AT&T orders dedicated transport from the AT&T-designated central office (Verizon's end of a mid-span fiber meet arrangement) to another, more distant Verizon end office, AT&T will only be charged a distance-sensitive rate reflecting that distance alone, rather than the distance between the end office in which Verizon placed its electronics and the more distant Verizon end office.

Notwithstanding these concerns, AT&T notes that if the Commission grants Verizon's appeal, it should explicitly condition such approval on AT&T being held harmless from the operational, technical, and financial risks posed by Verizon placing its electronics in central offices other than the ones designated by AT&T. AT&T proposed three safeguards that should be adopted if Verizon is permitted to choose where to place its electronics.

The Commission concludes that Verizon should be permitted to choose the location of its electronics at its end of a mid-span meet, subject to the safeguards proposed by AT&T. This resolution allows Verizon to efficiently manage its network while also insuring that AT&T receives the advantages of the mid-span interconnection it orders.

The parties are directed to include language in the Interconnection Agreement which: permits Verizon to choose the location of its electronics in a mid-span meet arrangement; describes how Verizon will prevent its billing system from charging the tandem rate for traffic terminated at the AT&T-designated Verizon wire center by way of the alternative Verizon wire center; makes the relevant Verizon billing system subject to periodic audits to determine the effectiveness of Verizon's manual efforts to prevent

overcharges; provides for the prompt refund of identified overcharges; provides that when AT&T uses dedicated transport to forward traffic from a mid-span meet arrangement, AT&T must not be charged more for dedicated transport than would have applied had Verizon placed its electronics in the end office designated by AT&T; and provides that AT&T shall compensate Verizon at the end office reciprocal compensation rate, and no other charges would apply in a mid-span meet arrangement, for calls that are not switched at the Verizon tandem switch, calls that are carried on direct trunk groups to Verizon end offices, without regard to the placement of Verizon's electronics.

The second sub-issue which has been raised concerns the location of the point of interconnection on a mid-span meet. Verizon asks the Commission to reject AT&T's dual point of interconnection proposal and to rule that the sole point of interconnection on a mid-span fiber meet occurs at the location where the fiber optic cables of both parties are connected.

Verizon asserts that AT&T's proposal would allow it to demand the use of two separate points of interconnection — one for terminating AT&T's traffic and another for terminating Verizon's traffic. Verizon characterizes AT&T's proposal as unlawful for the reasons it discussed under Issue 7: the FCC's rules permit the CLEC to select the point of interconnection, but Verizon is entitled to exchange its traffic with AT&T at a *single* point of interconnection.

AT&T responds that in a mid-span fiber meet arrangement, each party contributes to the cost of the arrangement and each party thereby acquires an interest in one half of the capacity over the entire span. Because the originating party thus acquires capacity over the entire length of the span for delivery to the terminating party, there is no

rationale for the terminating party to charge the originating party for transport, over a mid-span meet, from the splice point to the terminating carrier's end of the span. AT&T proposes that the Commission conclude that in a mid-span meet arrangement, the point of interconnection for a traffic-originating party is at the distant end of the span from the party's perspective and that, as a result, there are two point of interconnections in such arrangements.

The discussion of this issue by the parties reads as though they were debating the physical point of interconnection. In reality, the issue concerns the financial consequences that flow from designation of a point of interconnection. That issue was resolved in Issues 7 and 8 above. The sole distinction associated with this issue – Issue 10 – is that in this instance the form of interconnection being used is a mid-span meet. The distinctive feature of a mid-span meet is that both parties contribute to the cost of its construction. That feature dictates the resolution of the issue of whether or not a charge can be levied for use of the mid-span meet.

The argument over whether there is a single point of interconnection in the middle of the span or whether there are two points of interconnection at either end is not helpful in resolving this issue. The point where the cables connect can, philosophically, be considered the point of interconnection on a mid-span meet because in a mid-span meet each party will pay the cost of constructing the facilities. Either end can also be considered the two points of interconnection. Also, the entire mid-span meet itself can be considered the point of interconnection. However one conceives of the point of interconnection, or points of interconnection, each party is obligated to bring its traffic into the mid-span meet. The designation of either one or two points of interconnection

has no effect upon the financial obligations of each party to contribute to building the mid-span meet, or the obligations of each party to deliver its traffic into the mid-span meet facility, or the obligation of each party to pay reciprocal compensation for traffic it delivers to the mid-span meet. Finally, there should be no transport charge for use of the mid-span meet if it is a mutually constructed facility. Neither party should charge the other for the use of a facility built by both parties. If the interconnection is not a mid-span meet, or is not mutually constructed or mutually paid for, transport charges may be levied consistent with ¶1062 of the *Local Competition Order*.

The final mid-span meet related issue concerns the time frame within which the parties must implement a requested mid-span meet. The parties do not dispute that the Mid-Span Fiber Meet facilities shall be activated within 120 days from the initial implementation meeting, which shall be held within 10 business days of receipt of a request for a mid-span meet. However, they do disagree concerning the process to be employed in order to delay the 120-day activation deadline.

Verizon requests that the Commission clarify that the parties are entitled to use the Interconnection Agreement's dispute resolution process to resolve disagreements about extensions of the 120-day implementation deadline. Verizon notes that under AT&T's proposal, in order to extend the activation date for the mid-span fiber meet arrangement, a party must request and be granted a stay of the timeframe by the Commission.

Verizon asserts that AT&T's proposed language fails to address the need for a reasonable and efficient way for the parties to seek to extend the timeline. AT&T's proposed process would be cumbersome and unnecessarily burdensome. Requiring the

parties to formally petition the Commission for a stay of the deadline every time they need some additional time to work out the engineering and operational details of a particular mid-span fiber meet arrangement would waste both the parties' and the Commission's resources. Verizon believes that the dispute resolution process is far more likely to yield quick and efficient resolution of implementation issues than litigation of a formal petition before the Commission.

AT&T proposes that the timeframe now effective in Virginia also apply in Maryland. Under that timeframe, a requested mid-span meet arrangement must be operational within 120 days after the parties' initial meeting, which will be held within 10 days of AT&T's request, absent an explicit delay granted by the Commission.

AT&T believes that Verizon's proposal will give Verizon unlimited discretion to divert every request for a mid-span fiber meet arrangement to the open-ended and costly dispute resolution process. AT&T asserts that its right to this form of interconnection would effectively be nullified under Verizon's proposal since AT&T's potential customers will not wait indefinitely for the provisioning of facilities. Instead, they will turn to a competing carrier that can and will give reliable installation dates, and most certainly Verizon will make such commitments to retain and win back customers. AT&T urges the Commission to confirm that Verizon will be subject to the same binding timetable as now applies under the Verizon-AT&T interconnection agreement in Virginia.

The Hearing Examiner clearly adopted a 120-day timeframe within which a mid-span meet must be made operational. However, the resolution of the sub-issue regarding extension of that timeframe is not clear. The Commission confirms the 120-day

timeframe and directs that this timeframe can only be extended by explicit Commission order. The importance of timely interconnection cannot be overemphasized. The Commission has recently issued an Order in a separate proceeding, which illustrates the potential for delay that is inherent in the process.¹² The Commission rejects Verizon's proposal, which could allow a unilateral delay in interconnection to occur by invocation of the dispute resolution provisions of the Interconnection Agreement. The Commission concludes that a mid-span meet should be operational within 120 days of the request, absent a Commission order extending the timeframe. The Commission notes that this resolution is consistent with the terms of the party's Virginia Interconnection Agreement.

ISSUE 15

This issue concerns the terms and conditions under which AT&T may purchase trunks for exchange access. The trunks in question would connect AT&T's local switch with Verizon's tandem switch and would haul toll traffic to the interexchange carrier chosen by AT&T's local end use customer. AT&T believes that this situation constitutes interconnection under Section 251(c)(2) of the Act, which must be provided at TELRIC rates. Verizon believes that this situation constitutes retail access service, which must be purchased at the rates set forth in Verizon's access tariffs.

AT&T notes that Section 251(c)(2) requires Verizon to provide interconnection with its network for the transmission and routing of telephone exchange service and

¹² See, In the Matter of the Complaint of Core Communications, Inc. v. Verizon Maryland Inc., Case No. 8881, Order No. 78989, February 26, 2004 ("Upon consideration of the record in this case, including the arguments on appeal by Verizon and response thereto by Core and Staff, the Commission agrees with the findings of the Hearing Examiner in the Proposed Order that Verizon wrongfully delayed interconnecting with Core, which delay violated the standards of the parties Interconnection Agreement in contravention of that Agreement.") Order No. 78989 at 5.

exchange access. AT&T notes further that interconnection trunks must be priced at TELRIC pursuant to Sections 251(c)(2)(D) and 252(d)(1). It cites the *Local Competition Order*, which held at ¶ 620 that “[i]n arbitrations of interconnection arrangements, or in rulemakings the results of which will be applied in arbitrations, states must set prices for interconnection and unbundled network elements based on the forward-looking, long-run, incremental cost methodology we describe below [i.e., TELRIC].” Finally, AT&T notes that the FCC considered the same issue as that presented here and concluded in the *Virginia Arbitration Order* that TELRIC rates must apply.

Verizon requests that the Commission affirm the Proposed Order, which found that AT&T’s position would “eliminate the long standing access charge regime” for access toll connecting trunks and “essentially invalidate most access charges, a step neither the Federal Government nor the states have taken.” Verizon relies upon the *Triennial Review Order*,¹³ in which the FCC made clear that facilities such as access toll connecting trunks are not unbundled network elements and thus need not be made available at unbundled network elements rates. Verizon notes that the FCC ruled that an incumbent local exchange carrier’s (“ILEC’s”) unbundling obligation applies only “to those transmission facilities connecting incumbent LEC switches and wire centers within a LATA” and this definition necessarily excludes access toll connecting trunks, which connect a *CLEC’s* switch and an ILEC’s access tandem for the sole purpose of transporting exchange access traffic (rather than local traffic). Verizon notes that the

¹³ In the Matters of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advances Telecommunications Capability, *Report and Order on Remand and Further Notice of Proposed Rulemaking*; CC Docket Nos. 01-338, 96-98, and 98-147; 18 FCC Rcd 16978; FCC 03-36 (2003) (“*Triennial Review Order*”).

dedicated transport unbundled network element does not encompass facilities used to connect a CLEC's network with the ILEC's network.

The Commission has carefully considered the arguments presented with respect to this issue and concludes that AT&T's position is correct. The Commission finds most persuasive the FCC's resolution of this issue in the *Virginia Arbitration Order*.¹⁴ As the FCC noted in that *Order*, the situation in question constitutes the joint provision of switched exchange access to an interexchange carrier by two local exchange carriers, in this case AT&T and Verizon. When two local exchange carriers jointly provide such exchange access, Verizon should assess any charges for its access services upon the relevant interexchange carrier, not upon the other local exchange carrier. Thus, the assertion that this resolution of the issue "would eliminate the long standing access charge regime" for access toll connecting trunks and "essentially invalidate most access charges" is incorrect. Access charges remain payable by interexchange carriers, as they have always been. By the same token, the service provided by Verizon to AT&T operating as a local exchange carrier, is interconnection for the purpose of providing exchange access, and interconnection must be priced at TELRIC rates, pursuant to Sections 251(c)(2)(D) and 252(d). The Commission notes in this regard that Verizon is correct in its argument that the facilities in question cannot be considered an unbundled network element – unbundled dedicated transport – given the *Triennial Review Order*. However, that *Order* only reduced Verizon's obligations with respect to unbundled network elements, and nothing in that Order reduced Verizon's interconnection obligations. As noted above, the issue here is interconnection, and interconnection must

¹⁴ *Virginia Arbitration Order*, ¶ 177.

be priced at TELRIC, like unbundled network elements, pursuant to the Act and the *Local Competition Order*. Therefore, the TELRIC rate previously established by this Commission for unbundled dedicated transport is also the correct rate to be charged for this interconnection.

ISSUE 30

AT&T seeks an Order permitting its technicians to do the work of moving the jumper wire when a customer in a multi-tenant environment (such as an office building) changes its service from Verizon to AT&T. The Hearing Examiner denied this request, noting that AT&T's technicians are not trained on Verizon's network.

AT&T notes that the act of disconnecting and connecting facilities involves both AT&T and Verizon networks, and any technician training implications should be just as applicable to Verizon as to AT&T. AT&T has as much incentive as Verizon to preserve the integrity of the networks with which it interconnects, and its technicians are as comprehensively trained as Verizon's.

Verizon asserts that there is no basis in law or fact for the unnecessary and potentially dangerous concept that AT&T technicians have a right to perform work on Verizon's network. Verizon asserts that the work involved could be complex in some instances and could impose a risk of service being interrupted. Verizon also notes that there is no evidence indicating that Verizon has used its right to perform cross connects involving its on-premises wiring to impede competition in multi-tenant environments.

With regard to this issue, the Proposed Order is affirmed. The work of rearranging wiring on Verizon's side of the network interface device shall continue to be

Verizon's responsibility. Of course, AT&T has the right to have its technicians present to observe the work if it wishes.

ISSUE 31.5

Verizon seeks a ruling clarifying that AT&T will be responsible for all of the costs of any necessary modifications to Verizon's Operations Support Systems ("OSS") required by AT&T's decision not to use Verizon's loop qualification database.

AT&T's proposed language provides that "Verizon shall bill and AT&T shall pay any charges incurred by Verizon in connection with modifications to its loop prequalification OSS that are made at AT&T's request and as a result of AT&T's decision to use non-Verizon loop prequalification tools." Verizon objects to this language and requests that the Commission clarify that AT&T will be responsible for the charges for modifications to Verizon's OSS that are reasonably required, even if the particular modifications are not explicitly made "at AT&T's request." Verizon requests an Order that clarifies that AT&T must pay any charges incurred by Verizon in connection with modifications to its OSS that are required by AT&T's decision to use its own loop prequalification tools.

This issue was addressed by the FCC in the Virginia Arbitration. The FCC specifically ordered that the language noted above, which Verizon objects to should be included in the Verizon-AT&T Virginia Interconnection Agreement. The Commission finds the FCC's resolution of this issue compelling and directs the parties to include the same language in the Maryland Interconnection Agreement. The FCC noted that:

Finally, AT&T and Verizon cannot agree on language to implement the Bureau's ruling that, if it is technically feasible and if AT&T is willing to pay, Verizon must

modify its operations support systems (OSS) to permit AT&T to use non-Verizon loop qualification tools for line splitting. Verizon seeks to add language that would require AT&T to pay any charges incurred by Verizon in connection with modifications to its loop pre-qualification OSS that are made “as a result of AT&T’s decision to use non-Verizon loop pre-qualification tools.” AT&T’s proposal would require it to pay any charges incurred by Verizon in connection with modifications to its loop pre-qualification OSS that are made “at AT&T’s request.” AT&T argues that Verizon’s proposal would permit Verizon to charge AT&T for unquantified and unnecessary system modification costs. AT&T also disputes the need for Verizon to modify its OSS at all when AT&T performs an alternate loop qualification. Verizon argues that AT&T’s proposal would leave it entirely to AT&T’s discretion whether to pay Verizon for modifications that it makes to its OSS to accommodate AT&T’s (or a third-party’s) loop qualification tools. According to Verizon, such a result would be contrary to the Bureau’s ruling.

We find both parties’ proposed language to be reasonable, and thus direct the parties to incorporate both proposals into the agreement as follows: “Verizon shall bill and AT&T shall pay any charges incurred by Verizon in connection with modifications to its loop pre-qualification OSS that are made at AT&T’s request and as a result of AT&T’s decision to use non-Verizon loop pre-qualification tools.” Both parties appear to be concerned about extreme interpretations of the other’s language that are not supported by the *Arbitration Order*. We do not suggest, nor does the adopted language suggest, that AT&T may enjoy the benefits of modifications without paying for them. Nor may Verizon bill AT&T, as AT&T fears, for OSS modifications that are not reasonably required by AT&T’s decision to use non-Verizon loop qualification tools. This must be a collaborative effort and we expect the parties to work together in good faith to address what modifications, if any, are necessary. We also expect Verizon to provide AT&T with information that is both adequate and sufficiently timely so that AT&T may decide whether to proceed with the use of non-Verizon loop qualification tools.¹⁵

¹⁵ Memorandum Opinion and Order, DA- 02-2576, ¶ 9-10 (October 8, 2002).

IT IS THEREFORE, this 7th day of **July**, in the Year Two Thousand Four,

ORDERED: That Verizon and AT&T shall file an Interconnection Agreement consistent with the directions given in this Order.

/s/ Kenneth D. Schisler

/s/ J. Joseph Curran, III

/s/ Harold D. Williams

/s/ Allen M. Freifeld

Commissioners

COMMONWEALTH OF PENNSYLVANIA

DATE: February 8, 2006

SUBJECT: A-310922F7025

TO: Office of Administrative Law Judge

FROM: James J. McNulty, Secretary *KB*

Core Communications Inc.

Attached is a copy of a Petition for Arbitration of Interconnection Rates, Terms, and Conditions, with Armstrong Telephone Company North, filed in connection with the above docketed proceeding.

This matter is assigned to your Office for appropriate action.

Attachment

cc: OTS - memo only
FUS - memo only

ksb

**DOCUMENT
FOLDER**

DOCKETED
FEB 08 2006