



September 10, 2015

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SECRETARY'S BUREAU

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34 Main Street, P.O. Box 349
Prattsburgh, NY 14873

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Mansfield, PA 16933

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p: 570-596-6737
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Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street - Filing Room (2nd Floor)
Harrisburg, PA 17105-3265

RE: Joint Petition for Approval of an Interconnection Agreement Between North Penn Telephone Company and Blue Ridge Digital Phone Company Under § 252(e) of the Telecommunications Act of 1996
Application Docket No. A-2015 _____

Dear Secretary Chiavetta:

Enclosed for filing with the Commission is the Joint Petition for Approval of an Interconnection Agreement Between North Penn Telephone Company and Blue Ridge Digital Phone Company. A copy of this document has been served in accordance with the attached Certificate of Service.

If you have any questions with regard to this filing, please direct them to me.

Very truly yours,

NORTH PENN TELEPHONE COMPANY

Thomas Prestigiacomo
CFO

TP/no

Attachment

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Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Joint Petition for Approval of an
Interconnection Agreement Between
North Penn Telephone Company and
Blue Ridge Digital Phone Company
Under § 252(e) of the
Telecommunications Act of 1996

Application
Docket No. A-2015 _____

JOINT PETITION

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NOW COME, North Penn Telephone Company ("Telephone Company") and Blue Ridge Digital Phone Company ("Blue Ridge") and respectfully submit to the Pennsylvania Public Utility Commission ("Commission") for approval, the attached Interconnection Agreement ("Agreement") under the Telecommunications Act of 1996 ("TA-96") and the Commission's Order entered June 3, 1996, In Re: Implementation of the Telecommunications Act of 1996, Docket No. M-00960799. Telephone Company is authorized to represent that Blue Ridge has reviewed this Petition and concurs with it. The Agreement provides for interconnection between the two companies, thereby facilitating the provision of competitive local exchange service to end user customers in Pennsylvania. Telephone Company and Blue Ridge therefore respectfully request that the Commission approve the Agreement. In support of this request, Telephone Company states as follows:

1. Telephone Company is an incumbent local exchange carrier authorized to provide local exchange telecommunications services in Pennsylvania.
2. Blue Ridge is a telecommunications carrier authorized to provide competitive local exchange service in Pennsylvania pursuant to authority granted by the Commission.

3. Telephone Company and Blue Ridge have entered into this Agreement pursuant to § 252(a) of TA-96.

4. The Agreement sets forth the terms, conditions and prices under which Telephone Company and Blue Ridge will offer and provide network interconnections, and other services to each other. The Agreement is an integrated package that reflects a balancing of interests critical to the parties.

5. The Agreement satisfies the requirements for Commission approval pursuant to § 252(e)(2)(A) of TA-96, which provide as follows:

“(2) GROUND FOR REJECTION.--The State Commission may only reject--

“(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --

“(i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or

“(ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity[.]”

6. First, consistent with § 252(e)(2)(a)(i), the Agreement does not discriminate against any other telecommunications carrier. The Agreement permits Telephone Company and Blue Ridge to interconnect their networks, exchange Local Traffic and provide other services, benefiting customers of both carriers.

7. Second, the Agreement is consistent with the public interest, convenience and necessity as required by § 252(e)(2)(a)(ii). The Agreement will facilitate Blue Ridge's provision of service to Blue Ridge's customers and it will promote competition, thereby

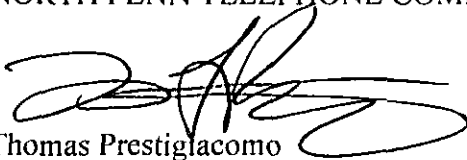
furthering the goals of TA-96.

8. Under Section 252(e)(4) of the Act, the Commission has ninety (90) days to approve or reject the Agreement. The parties request that the Commission approve the Agreement without revision as quickly as possible, consistent with the public interest.

WHEREFORE, North Penn Telephone Company and Blue Ridge Digital Phone Company respectfully request that the Commission approve the attached Interconnection Agreement pursuant to § 252(e) of the Telecommunications Act of 1996.

Respectfully submitted,

NORTH PENN TELEPHONE COMPANY



Thomas Prestigiacomo
CFO

North Penn Telephone Company
34 Main Street
Prattsburgh, NY 14873
(607) 522-4237 (w)
(607) 522-4274 (f)

Dated: September 10, 2015

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INTERCONNECTION AGREEMENT

BY AND BETWEEN

NORTH PENN TELEPHONE COMPANY

AND

BLUE RIDGE DIGITAL PHONE COMPANY

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This Interconnection Agreement ("Agreement") is by and between North Penn Telephone Company ("North Penn"), a Pennsylvania corporation with offices at 34 Main Street, P.O. Box 349, Prattsburgh, NY 14873 and Blue Ridge Digital Phone Company ("Blue Ridge") a Pennsylvania company with offices at 613 3rd St., Allentown, PA 18101 ("Blue Ridge"). North Penn and Blue Ridge may also be referred to herein singularly as a "Party" or collectively as the "Parties." This Agreement sets forth the terms and conditions between the Parties with respect to Blue Ridge's provision of competitive Telephone Exchange services within the Commonwealth of Pennsylvania.

RECITALS

WHEREAS, North Penn is an incumbent local exchange carrier and Blue Ridge is a competitive local exchange carrier ("CLEC") and both Parties are authorized by the relevant state public utility commission to provide telecommunications services in the Commonwealth of Pennsylvania; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks, exchange Local Traffic, and provide other services; and

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

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

1. Reserved For Future Use
2. Term of Agreement
 - 2.1. This Agreement shall be effective upon approval by the Commission and have an initial term of two years. Unless renegotiated pursuant to this Section 2, this Agreement shall automatically renew for successive six (6) month periods.
 - 2.2. Either Party may terminate this Agreement effective upon the expiration of the initial term or subsequent renewal terms by providing written notice to the other Party at least ninety (90) days prior to the expiration of the initial term or any succeeding renewal term. In the event of such termination, and provided that either party has, prior to termination of this Agreement, given written notice of its intent to negotiate a new interconnection agreement with the other Party, those service arrangements made available under this agreement and existing at the time of termination shall continue without interruption until either (a) a new voluntary agreement is executed by the Parties; (b) a new agreement is negotiated and executed pursuant to the provisions of the Act; or c) the Parties adopt any agreement that may be available according to the provisions of Section 252(i) of the Act. However, in no case will the terms and conditions existing at the time of termination continue for longer than 250 days after written notice of termination by either Party unless (1) a Party has invoked lawful arbitration with the Commission pursuant to the provisions of the Act, (2) the Parties have agreed to an extension of any ongoing negotiation/arbitration

under Sections 251 and 252 of the Act, or (3) the Parties have otherwise agreed to extend the existing terms and conditions.

- 2.3 If either Party provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the termination date neither Party has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate upon the Initial Term or Renewal Term, as applicable, and (b) the services being provided under this Agreement at the time of termination will be terminated in accordance with any requirements of the Commission and Applicable Law.

3. Definitions

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

- 3.1 Act, as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.
- 3.2 Applicable Law means all effective laws, administrative rules and regulations, and any court orders, rulings and decisions from courts of competent jurisdiction, applicable to each Party's performance of its obligations under this Agreement.
- 3.3 Calling Party Number or CPN means a CCS parameter that identifies the calling party's telephone number.
- 3.4 Commission means the Pennsylvania Public Utility Commission.
- 3.5 DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps").
- 3.6 DS3 is a digital signal rate of 44.736 Mbps.
- 3.7 End User or Customer means a third-party residence or business or ultimate subscriber of voice services that subscribes to Telephone Exchange services provided, in whole or in part, by either Party.
- 3.8 Extended Area Service ("EAS") is a service arrangement whereby End Users physically located in a specific local service exchange area are provided the ability to place and receive interexchange calls to End Users physically located in another mutually exclusive specific local service exchange area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service.
- 3.9 EAS Traffic means two-way traffic that falls within the definition of "EAS" that is exchanged between the Parties.

- 3.10 Interconnection means the direct or indirect linking of the Parties' networks for the exchange of traffic. Interconnection does not include the transport and termination of traffic.
- 3.11 Interconnection Facility is the dedicated transport facility used to connect the Parties' networks.
- 3.12 Interconnection Point (IP) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local Traffic.
- 3.13 Internet Service Provider (ISP) Bound Traffic means traffic delivered to a provider of Internet Services and which, is subject to the FCC's Order on Remand and Report and Order, FCC 01 131, CC Dockets No. 96-98 and 99-68 as modified or amended.
- 3.14 Local Traffic means two-way telecommunications traffic exchanged between the Parties that is originated by an End User of one Party and terminates to an End User of the other Party such that the originating End User and the terminating End User are both located within a North Penn local calling area as defined in North Penn's effective local service tariffs filed with the Commission and includes mandatory EAS traffic. For purposes of this Agreement, VoIP traffic, regardless of whether such VoIP traffic is considered nomadic or non-nomadic, that originates and terminates within North Penn's local calling area as defined for Local Traffic will also be treated as Local Traffic regardless of how the VoIP provided service is classified for other regulatory purposes.
- 3.15 Local Internet Traffic means ISP traffic that is originated and dialed by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP within North Penn's local calling area as defined in North Penn's effective local service tariffs filed with the Commission and includes mandatory EAS traffic areas.
- 3.16 Rate Center Area refers to the geographic area that has been identified as being associated with a particular NPA-NXX code assigned to a local exchange carrier for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the local exchange carrier has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.
- 3.17 Telecommunications Services shall have the meaning set forth in 47 U.S.C. 153(46).
- 3.18 Voice over Internet Protocol Traffic or VoIP Traffic is voice communications traffic that utilizes Internet Protocol format or the Internet for some or all of the transmission of the call including, but not limited to, Interconnected VoIP Service calls as defined in 47 C.F.R. 9.3 involving the use of Internet Protocol transmission for the connection to the End User's premises.

4. Billing and Payments

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

To Blue Ridge:

Don Herrman, Accountant
Blue Ridge Digital Phone
PO Box 215
613 Third Street
Palmerton PA 18071

To NORTH PENN:

Audrey Cermak
Accountant
North Penn Telephone Company
34 Main St
P.O. Box 349
Prattsburgh, NY 14873

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

5. Audits

- 5.1 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 purposes 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 net inaccuracies in favor of the Auditing Party to have an aggregate value of at least \$50,000.
- 5.2 Prior to commencing the audit, the Auditing Party shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the auditors. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party. 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 and compliance with the terms and conditions of this Agreement.

6. Limitation of Liability

- 6.1 Except for the willful or intentional misconduct or gross negligence of one or both Parties, the Parties agree to limit liability in accordance with this Section. The liability

of either Party to the other Party for damages arising out of (i) failure to comply with a direction to install, restore or terminate facilities, or (ii) failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero. Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for any indirect, incidental, special or consequential damages including but not limited to damages for lost profits or revenues, regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's liability with respect to its indemnification obligations under Section 7 of this Agreement.

- 6.2. Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct, the Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitations on liability to Customers that may be contained in either Party's applicable tariff(s).
- 6.3 Each Party shall, in its Tariffs and other contracts with its End Users, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such End Users or other third persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

7. Indemnification

- 7.1. Each Party (the "Indemnifying Party") shall release, indemnify, defend and hold harmless the other Party ("Indemnified Party") from and against all losses, claims, demands, damages, expenses (including reasonable attorney's fees), suits or other actions, or any liability whatsoever related to the subject matter of this Agreement (including but not limited to Section 1 hereof), (i) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the act(s) or omission(s) of the Indemnifying Party, regardless of the form of action, or (ii) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provisioning of services to the Indemnifying Party under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party, or (iii)

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

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

7.3. The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance, and such approval by the Indemnifying Party shall not be unreasonably withheld, or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

8. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts, or adverse weather conditions, labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

9. Nondisclosure of Proprietary Information

- 9.1. The Parties agree that it may be necessary to exchange with each other certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data, call detail records, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and/or the Commission and similar information (collectively, "Confidential Information"). Confidential Information shall include (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (ii) oral information, if identified as confidential or proprietary at the time of disclosure and confirmed by written notification within ten (10) days of disclosure; and (iii) information derived by the Recipient (as hereinafter defined) from a Disclosing Party's (as hereinafter defined) usage of the Recipient's network. The Confidential Information shall remain the property of the Disclosing Party and is deemed proprietary to the Disclosing Party. Confidential Information shall be protected by the Recipient as the Recipient would protect its own proprietary information, including but not limited to protecting the Confidential Information from distribution, disclosure, or dissemination to anyone except employees or duly authorized agents of the Parties with a need to know such information and which the affected employees and agents agree to be bound by the terms of this Section. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement or upon such other terms as may be agreed to by the Parties in writing. In no event shall either Party violate the Commission's CPNI regulations. For purposes of this Section, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the party to whom Confidential Information is disclosed.
- 9.2. Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 9.3. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

10. Notices

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

For Blue Ridge:

Timothy Hausman
Director of Digital Phone
Blue Ridge Digital Phone Company
613 Third Street
Palmerton, PA 18071
Phone: 610-826-9433
Fax: 610-826-9122
Email: THausman@pencor.com

For NORTH PENN:

Tom Prestigiacomio, CFO
North Penn Telephone Company
34 Main Street
P.O. Box 349
Prattsburgh, NY 14873

With a copy to:

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

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

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

11. Severability

If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability

materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If the Parties cannot agree, then either Party may seek to resolve any necessary replacement language pursuant to the Dispute Resolution terms and conditions of Section 13.

12. Assignment

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void ab initio, provided however that such consent shall not be unreasonably withheld, conditioned or delayed and shall not be required if such assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction. The effectiveness of any assignment shall be expressly conditioned upon the assignee's written assumption of all rights, obligations, and duties of the assigning Party. Unless prior written consent is obtained, where necessary, and assignee expressly assumes all rights, obligations, and duties of the assigning Party hereunder as provided herein, the assigning Party shall remain responsible for all rights, obligations, and duties under this Agreement.

13. Dispute Resolution

13.1 If any matter is subject to a dispute (including but not limited to Change in Law) between the Parties, the disputing Party will give written notice to the other Party of the dispute. Each Party to this Agreement will appoint a good faith representative to resolve any dispute arising under this Agreement.

13.2 If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty Days after delivery of notice of the dispute to the other party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. If negotiations do not resolve the dispute, then either party may proceed with any remedy available to it pursuant to law, equity, or agency mechanisms. Notwithstanding the above provisions, if the dispute arises from a service affecting issue, either Party may immediately seek any available remedy.

14. Governing Law

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

15. Taxes

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

16. Survival

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

17. Publicity

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos, company name or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

18. Miscellaneous

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

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

18.3. Warranties

No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

19. Default

- 19.1. If either Party (the Defaulting Party) violates any provision of this Agreement and such violation or default continues for thirty (30) days after written notice (the Default Notice) thereof, the other Party (the Aggrieved Party) may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party with written notice at least twenty five (25) days' (which shall not begin to run until after the 30 day period) prior to terminating service.
 - 19.2. Such Default Notice shall be posted by overnight mail, return receipt requested. If the Defaulting Party cures the default or violation within the twenty five (25) day period, the Aggrieved Party will not terminate service under this Agreement but shall be entitled to recover all costs if any, incurred by it in connection with the default or violation, including, without limitation, costs (including, but not limited to, reasonable attorneys' fees) incurred to prepare for the termination of service. For purposes of this Section, the terms 'default,' 'violate,' and 'violation,' in all of their forms, shall mean 'materially default,' 'material default,' 'materially violate,' or 'material violation,' as appropriate.
 - 19.3. If the Defaulting Party disputes that the Aggrieved Party's Default Notice is justified by relevant facts, then the Parties, by mutual agreement, may resolve the disagreement pursuant to the processes set forth in Section 13 (Dispute Resolution). Regardless, either Party, without delay and without participating in the dispute resolution process pursuant to Section 13, may immediately pursue any available legal or regulatory remedy to resolve any question about the alleged default or violation or the Aggrieved Party's announced termination of the Agreement.
20. No Waiver
- 20.1. Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived only by written documentation by the other Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. By entering into this Agreement, North Penn does not waive any rights, including, but not limited to, the rights afforded a Rural Telephone Company under 47 USC Section 251(f). Neither Party will assert in any regulatory, judicial or legislative proceeding that anything in this Agreement constitutes a precedent as to the subject matter addressed in this Agreement. This Agreement is the result of voluntary negotiations between Local Exchange Carriers and shall be construed as an Agreement reached through voluntary negotiation.
 - 20.2. Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with any matter, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement; (b) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must

be offered) through changes in Applicable Law; and (c) to challenge the lawfulness and propriety of, and to seek changes to, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction including challenge of or changes to matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. Nothing in this Agreement precludes either Party from taking any position in any Commission proceeding or proceeding before the FCC relating to any issue, including matters specifically related to the subject matter of this Agreement or from petitioning the Commission or the FCC to resolve any issue, including matters specifically related to the subject matter of this Agreement. 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 addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed by this Agreement. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

21. Change of Law

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 (including but not limited to the provisions of Section 1), 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. If the parties are unable to agree to such pricing, terms and conditions, either Party may invoke the Dispute Resolution process set forth in Section 13.

22. No Third-Party Beneficiaries.

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

23. Fraud

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

24. Joint Work Product

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

25. Law Enforcement.

- 25.1. Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 25.2. A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 25.3. Where the request of a law enforcement authority or national security authority relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to such information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

26. Headings

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

27. Entire Agreement


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

28. 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.

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

By: Blue Ridge Digital Phone Company



Signature

David L. Masenheimer
Typed or Printed Name

President
Title

August 25, 2015
Date

By: North Penn Telephone Company


Signature

Thomas Prestigiacomo
Typed or Printed Name

CFO
Title

8/30/15
Date

Interconnection Attachment

1. Interconnection

The Parties shall exchange Local Traffic over either Indirect or Direct Interconnection Facilities as provided herein. Toll Traffic shall be exchanged according to the Parties' Switched Access Tariffs.

1.1 Indirect Interconnection.

1.1.1 For the purposes of this Agreement, the Parties agree to initially exchange ISP-Bound Traffic and Local Traffic indirectly by transiting through a third-party Verizon New York's Binghamton tandem until the monthly two-way aggregate volume traffic exceeds 200,000 minutes of use for three consecutive months ("Direct Connection Threshold"). Direct Interconnection will not be required in the event that both Parties agree that direct interconnection is undesirable. However, if the Direct Connection Threshold is met and either Party desires direct interconnection, then direct interconnection shall be mandatory.

1.1.2 Any arrangement for indirect interconnection will be subject to renegotiation if (1) Verizon changes tandem homing arrangements or (2) by change of law or for any other reason Verizon no longer offers the transiting service.

1.1.3 Local Traffic exchanged by the Parties indirectly through a transiting carrier shall be subject to the same reciprocal compensation as provided in Section 4.

1.1.4 Where indirect Interconnection is used, each Party shall be responsible for ensuring that it has sufficient facilities in place to Verizon's Tandem switch used to exchange traffic between the Parties' networks.

1.2. Direct Interconnection

1.2.1. At such time as either Party requests Direct Interconnection as provided in Section 1.1.1., Direct Interconnection Facilities between the Parties' networks shall be established as follows: Within thirty (30) days of either Party receiving a request for Direct Interconnection Facilities, Blue Ridge shall place an order for Direct Interconnection Facilities. Both Parties shall provide resources to support normal installation intervals for the Direct Interconnection Facilities including testing. If either Party expects that installation will be delayed for reasons beyond their control, the Party causing the delay will notify the other Party of such expected delay and provide the reason for the delay. If Blue Ridge does not issue the appropriate ASR within 30 days of receiving a request for Direct Interconnection Facilities, Blue Ridge will be liable for the cost of transit

charges assessed upon North Penn for traffic covered under this Agreement.

- 1.2.2. The Parties agree that Blue Ridge will establish an Interconnection Point (IP) at North Penn's service territory boundary on North Penn's existing transport network. The Parties will make available to each other two-way trunks at the IP(s) for the two-way exchange of Local Traffic and Local Internet Traffic. The Parties agree to deliver only Local Traffic and Local Internet Traffic over the established facilities.
- 1.2.3. Blue Ridge will be responsible for the cost of the facilities, as well as installation, engineering, and maintenance of its network on its side of the IP, and North Penn will be responsible for the cost of the facilities, as well as installation, engineering, and maintenance of its network on its side of the IP. Blue Ridge shall be permitted to use a third party carrier's facilities for purposes of establishing interconnection with North Penn at the IP. In such case, Blue Ridge shall be responsible for the payment to any third party carrier for charges for such facilities.
- 1.2.4. Where facilities are meet point facilities jointly provided by the third party and North Penn, any portion of the facilities provisioned by North Penn will be provided at no charge to Blue Ridge.
- 1.2.5. Regardless of how such facilities are provisioned by either Party (e.g., owned, leased or obtained pursuant to tariff, etc.), each Party is individually responsible to provide facilities to the IP that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and in a manner that neither destroys nor degrades the normal quality of service each Party provides to its respective End Users.
- 1.3. Each Party agrees that it will not provision any of its services to its own end users in a manner that will result in, or permits the circumvention of applicable intrastate or interstate access charges by other Party. All traffic that is not Local Traffic or Local Internet Traffic is not within the scope of this Agreement 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. Local Traffic and Local Internet Traffic does not include traffic to or from Commercial Mobile Radio Service providers.
- 1.4. Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center Areas associated with the telephone number; (b) adopt the Rate Center Areas for the assignment of telephone numbers that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the Local Traffic exchanged pursuant to this Agreement; and (c) assign whole NXX Codes to each Rate Center Area, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center Area.

- 1.5. Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by its End Users of its Telephone Exchange Services. The Parties acknowledge and affirm that calls to 911/E911 services shall NOT be routed over the trunk group(s) established between the Parties pursuant to this Agreement. To the extent that a Party incorrectly routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls.
2. Technical Requirements for Interconnection
 - 2.1. Direct Interconnection with North Penn's Bentley Creek end office switch (BNCRPAXBDS1) in Bentley Creek, Pennsylvania will provide Blue Ridge with local interconnection for Local Traffic and Local Internet Traffic with respect to the North Penn NXX codes served by North Penn's End Offices (including remotes) of Bentley Creek, Roseville, and Millerton.
 - 2.2. The Parties will comply with all applicable requirements regarding Toll Dialing Parity and Local Dialing Parity. Nothing in this Agreement shall be construed to alter or otherwise affect in any manner the local calling areas offered or the rates charged by either Party to its End Users.
 - 2.3. For dedicated trunking arrangements, the Parties agree to work cooperatively to establish trunk requirements for the exchange or delivery of traffic between the Parties.
 - 2.4. 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 agree 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 for the exchange of traffic. 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 also 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. The Parties understand that JIP may be used to identify the carrier of traffic, but does not in and of itself establish the jurisdiction of such traffic for billing. All CCS signaling parameters, including, but not limited to the originating end user telephone number, will be provided by each Party in conjunction with all traffic it exchanges.
 - 2.5. 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 constitute a default of this Agreement.

3. Point of Contact for End Users

3.1. Each Party shall establish telephone numbers and mailing addresses for purposes of communications with its End Users. Each Party shall advise its respective End Users of these telephone numbers and mailing addresses. Each Party shall advise the other Party of these telephone numbers and mailing addresses.

3.2. Neither Party shall have any obligation to accept a communication from the other Party's End User, including, but not limited to, a request by the other Party's End User for repair or maintenance.

4. Intercarrier Compensation

4.1. 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 Telephone Exchange Service to End Users located in the incumbent service area of North Penn within the Commonwealth of Pennsylvania and for the exchange of Local Traffic that originates and terminates solely within those areas as defined for Local Traffic in the general terms. The specific compensation terms and conditions set forth in this Section are applicable only to traffic exchanged under the terms of the Agreement and 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.

4.2. The Parties agree that the nature of the Local Traffic to be exchanged between the Parties and all other mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that the relative obligations and consideration are sufficiently in balance between the Parties such that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of Local Traffic within the scope of this Agreement. Both Parties acknowledge their own independent determination of the equal consideration under this Agreement for Local Traffic.

4.3. Traffic Not Subject to Reciprocal Compensation.

4.3.1. The terms of compensation for Local Traffic do not apply to the following; (1) interstate or intrastate Exchange Access or exchange services for Exchange Access; (2) intraLATA Toll Traffic or interLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis delivered over the interconnection arrangement in this Agreement (3) Optional Extended Local Calling Area Traffic; (4) Tandem Transit Traffic and (5) any wireless

traffic. The terms of compensation for Local Traffic do not apply to traffic either originated from or terminated to a Party's End User, where the End User location is physically located outside of the geographic area that has been identified as the Rate Center Area associated with a particular NPA-NXX.

4.4 Treatment of Local Internet Traffic.

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

4.4.2. 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. Both Parties acknowledge their own independent determination of the equal consideration under this Agreement for Local Internet Traffic.

4.4.3. Any call placed to an ISP that is not Local Internet Traffic including, but not limited to, a call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP shall not be treated as Local Internet Traffic for compensation purposes. To the extent such "non-Local" ISP calls are placed, the rates, terms and conditions for interexchange calling shall apply including application of applicable tariffed intrastate and/or interstate Switched Exchange Access Service charges.

4.5 Treatment of Voice over Internet Protocol Traffic

For purposes of this Agreement, 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. VoIP traffic that is not originated and terminated in the same local calling area and is delivered over the interconnection arrangement will be treated as non-Local VoIP Traffic, and compensation will be based on the respective Party's Switched Access Tariffs.

5. Office Code Translations

5.1. It shall be the responsibility of each Party to program and update its own switches and network systems.

5.2. In such cases, when more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query,

and to route the call to the appropriate switch or network in which the telephone number resides.

- 5.3. 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 without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary functions. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party or of any third party.

6. Maintenance and Repair

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

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

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

- Basic Time per technician normally scheduled working hours \$42.50
- Overtime per technician outside of normally schedule working hours on a scheduled work day \$63.75
- Premium Time per technician outside of scheduled work day \$85.00

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

7. Local Number Portability (LNP)

- 7.1. The Parties shall provide number portability (NP) in accordance with rules and regulations as prescribed from time to time by the FCC.
- 7.2. Service Provider Number Portability ("SPNP") is the arrangement under which the Parties will provide long-term number portability. SPNP between local exchange carriers allows an existing End User to obtain Telephone Exchange Service from a

different Telephone Exchange Service provider and retain its then existing telephone number at the same location within the same rate center area. The Parties agree to port numbers, under the following conditions: (a) the requesting Party will be providing Telephone Exchange Service to that End User in the same rate center area in which the End User currently obtains Telephone Exchange service; and (b) the Requesting Party will be providing Telephone Exchange Service to that End User pursuant to a valid Certificate of Authority issued by the Commission. The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.

- 7.2.1 SPNP will be provided using the industry Location Routing Number method in accordance with state and federal regulations.
 - 7.2.2 North Penn will deploy SPNP pursuant to the FCC's rules following (a) receipt of a Bona Fide Request ("BFR") from Blue Ridge as provided in this Section 7.2; (b) the completion of network preparation by the Parties; and (c) mutual agreement as specified herein.
 - 7.2.3 Each Party must coordinate SPNP activities with the regional Number Portability Administration Center (NPAC) including, but not limited to, importation of data identified in industry forums as is required for SPNP.
 - 7.2.4 Blue Ridge will provide SPNP in those areas for which Blue Ridge has submitted a BFR to North Penn no later than the time that North Penn begins to provide SPNP in such area(s).
 - 7.2.5 Both Parties will conform to industry standard Local Service Request (LSR) format and guidelines in requesting and administering individual service/number ports under SPNP.
- 7.3. To the extent that either Party provides LNP query, routing, and transport services, such services shall be provided in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC").
- 7.3.1 When a telephone number ported under SPNP becomes available, e.g., the telephone number is not classified as assigned, intermediate, administrative, aging or reserved, the ported telephone number will be released back to the Local Service Provider owning the switch in which the telephone numbers NXX is native.
 - 7.3.2 Telephone numbers will be ported only within North Penn Rate Center Areas as approved by the Commission. North Penn and Blue Ridge porting Rate Center Areas must comprise identical geographic locations and have common boundaries.
 - 7.3.3 Telephone numbers in NPA-NXXs which have been validly exempted from porting shall not be ported or subject to SPNP.

- 7.3.4 SPNP is available only for working telephone numbers assigned by North Penn to North Penn End Users and for working telephone numbers assigned by Blue Ridge to Blue Ridge End Users.
 - 7.3.5 The Requesting Party will submit a Local Service Request (LSR) to the other Party to commence the process to effect an SPNP related service change. The Party to whom an LSR is submitted will bill, and the Requesting Party will pay, LSR charges as provided in APPENDIX A.
 - 7.3.6 The provisions of this Section 7 are subject to change in accordance with *any changes in regulatory requirements associated with SPNP including, but not limited to, number pooling or other portability measures.*
 - 7.4. The Parties will mutually provide LNP services from properly equipped central offices. LNP applies only when a Customer with an active account wishes to change local carriers while retaining the telephone number or numbers associated with the account.
 - 7.5. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each Party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request, perform tests to validate the operation of the network.
 - 7.6. The Parties will determine which traffic to route to each other over the facilities established pursuant to this agreement based on the LRN of the other party.
 - 7.7. Where an End User of one Party ("Party A") elects to become an End User of the other Party ("Party B"), and after Party B has received authorization from the End User in accordance with Applicable Law and sends a Local Service Request to Party A, Parties A and B will work together to port the End User's telephone number(s) from Party A's network to Party B's network. 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.
8. Coordination of Transfer of Service
- 8.1. To serve the public interest of customers, the Parties agree that, when a Customer transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring Customers are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.

- 8.2. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties.
- 8.3. Each Party is responsible for following FCC rules for obtaining Customer authorization from each End User initiating transfer of service from one Party to the other Party.
- 8.4. Each Party will accept transfer of service requests from the other Party for one Customer that includes multiple requests for transfers where the Customer will retain one or more telephone numbers.

9. Directory Publishing and Distribution

- 9.1 The Parties acknowledge that North Penn does not provide Directory Assistance. Nothing in this Agreement shall require North Penn to provide Directory Assistance. Nothing in this Agreement shall be construed to prevent Blue Ridge from obtaining Directory Assistance services from any third party.
- 9.2 Nothing in this Agreement shall be construed to prevent Blue Ridge from pursuing arrangements with third party publishers of directory books that cover the service area of North Penn to include Blue Ridge's End User listings in such third party published directory.
- 9.3 To the extent that an independent third party publishes and provides directories in North Penn's territory, North Penn will to the extent it has the information available, provide the contact information for said directory provider to Blue Ridge. North Penn agrees not to interfere with any arrangements that Blue Ridge may pursue with third parties with respect to Blue Ridge's inclusion of its End User listings in a third party published directory.

APPENDIX A
PRICING SCHEDULE

1. **RECIPROCAL COMPENSATION** for the Transport and Termination of Local Traffic

Not applicable pursuant to the provisions of Section 4 of the Interconnection Attachment

2. **LSR Order Charges.** The parties shall reciprocally compensate each other for LSR orders at rates provided below.

When a Party (the Requesting Party) receives an End User request to change service from the other Party but retain the End User's same telephone number(s), the Requesting Party will submit a Local Service Request (LSR) to the other Party to commence the process to effect the service change. Charges associated with an LSR Order are:

Basic Initial LSR Order Charge = \$0.00 per each initial request by the Requesting Party to the other Party per Customer -- To be billed to and paid by the Requesting Party.

Basic Subsequent LSR Service Order Charge = \$12.50 per each time the Requesting Party submits a revised LSR per Customer -- To be billed to and paid by the Requesting Party.

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northpenn

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