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November 30, 2018

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
2nd Floor, Room-N201
Harrisburg, PA 17120

RE: Application for Approval of Interconnection Agreement between
Consolidated Communications of Pennsylvania Company and Onvoy, LLC.

Dear Ms. Chiavetta:

Enclosed for filing, please find the fully executed Interconnection Agreement by
and between Consolidated Communications of Pennsylvania Company and Onvoy,
LLC, for approval in Pennsylvania.

Please contact Beth Westman at 207.535.4249 or beth.westman@consolidated.com
with any questions or concerns regarding this filing.

Regards,

A handwritten signature in black ink, appearing to read "Sarah A. Davis". The signature is fluid and cursive, with a large initial "S" and "A".

Sarah A. Davis
Senior Director, Wholesale Strategies
Consolidated Communications

Interconnection Agreement

between

**Consolidated Communications of
Pennsylvania Company**

and

Onvoy, LLC

In the State of Pennsylvania

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Interconnection Agreement

between

Consolidated Communications of Pennsylvania Company

&

Onvoy, LLC

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INTERCONNECTION AGREEMENT

This Interconnection Agreement (“Agreement”) is between Consolidated Communications of Pennsylvania Company (the Incumbent Local Exchange Company and referred to herein as “ILEC”), a Delaware limited liability company, having an office at 121 South 17th Street, Mattoon, Illinois 61938, and Onvoy, LLC (a Competitive Local Exchange Company and referred to herein as “CLEC”), a Minnesota limited liability company, having an office at 550 W. Adams St., Suite 900, Chicago, IL 60661 (each a “Party” and collectively the “Parties”).

WHEREAS, pursuant to the Communications Act of 1934, as amended (the “Act”), the Parties wish to establish terms for the provision of certain services and Ancillary Services, as designated in the Attachments hereto for the purpose of determining the rates, terms, and conditions for the Interconnection of the Parties’ telecommunications networks; and

WHEREAS, Consolidated Communications of Pennsylvania is an Incumbent Local Exchange Carrier, having the assigned Operating Company Number (“OCN”) of 0193; and

WHEREAS, Onvoy, LLC is a Competitive Local Exchange Carrier, certified to operate as such by and in the State of Pennsylvania, and having the assigned OCN of 547E; and

WHEREAS, the Parties have arrived at this Agreement through voluntary negotiations undertaken pursuant to the Act;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the Parties hereby agree as follows:

1.0 **Introduction**

- 1.1 This Agreement, in accordance with §251 and §252 of the Act, sets forth the terms, conditions and prices under which ILEC may provide (a) services for Interconnection, and (b) Ancillary Services to CLEC. The specific services, functions, or facilities that ILEC agrees to provide are those specifically identified in Attachments to this Agreement. Further, this Agreement sets forth the terms, conditions, and prices under which CLEC will provide services to ILEC, where applicable.
- 1.2 This Agreement includes and incorporates herein the Attachments of this Agreement.
- 1.3 Notwithstanding the entering into and performing in accordance with this Agreement, ILEC reserves all rights and does not hereby waive or relinquish any applicable exemptions that are provided by or available under the Act, including but not limited to those described in §251(f) of the Act.
- 1.4 The Parties enter into this Agreement without prejudice to any position they have taken previously or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including without limitation matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement; provided, however, that the outcome of such advocacy shall not affect the terms of this Agreement except as provided in Section 3.0.

2.0 **Effective Date**

- 2.1 The Effective Date of this Agreement will be the first business day following receipt of final approval of this Agreement by the Pennsylvania Public Utility Commission (“PUC”), or such other date as specified in such order, or, where approval by the PUC is not required, the date that both Parties have executed the Agreement. Parties agree upon second signature of execution, network planning, trunk ordering/installation/testing and any other network-related setup will commence. Both Parties agree that no actual traffic will be passed until final approval is granted by the PUC.

3.0 **Applicable Law**

- 3.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America, including the Act, as then in effect and interpreted by the then effective rules and regulations of the Federal Communications Commission (“FCC”) and (b) the laws of the State of Pennsylvania, including the rules and regulations of the PUC and the Parties’ filed and approved state and federal tariffs as then in effect without regard to its conflicts of laws rules (“Applicable Law”). All disputes relating to this Agreement shall be resolved through the application of such laws.
- 3.2 Each Party shall comply with Applicable Law in the course of performing this Agreement.
- 3.3 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.
- 3.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party’s ability to perform its obligations under this Agreement.
- 3.5 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.
- 3.6 Any amendments to the Agreement negotiated pursuant to Section 3.5 above shall be effective as of the date of the execution of such amendment or the date specified, if any, in the decision, order, determination or action that changed the ILEC’s obligations hereunder, subject to approval by the PUC of such effective date, or if the PUC does not approve such effective date, then on the date the PUC approves the amendment to the Agreement or such other date specified in the PUC order.

4.0 **Term of Agreement**

- 4.1 The Parties agree to the provisions of this Agreement for an initial term of two (2) years from the Effective Date of this Agreement, unless terminated or modified during such initial term pursuant to the terms and conditions of this Agreement. This Agreement shall continue in force and effect unless and until terminated as provided herein. Upon completion of the initial two (2) year term, this Agreement will automatically renew for successive one (1) year periods, unless either Party requests renegotiation in accordance with Section 4.2 or termination in accordance with Section 4.3 of this Agreement.
- 4.2 Either Party may request for this Agreement to be renegotiated pursuant to the provisions of the Act or for a new agreement to be negotiated to be effective upon the expiration of the initial two (2) year term or any extension thereof. Such notice shall be given no later than ninety (90) days prior to the expiration of the initial term or any extended term. Not later than thirty (30) days from receipt of such notice, the receiving Party will notify the sending Party in writing of its agreement to renegotiate or allow the contract to expire. Not later than forty-five (45) days from the receipt of initial request for renegotiations, the Parties will commence negotiation, which shall be conducted in good faith. If the Parties have not reached agreement on a new agreement within 160 days following the request for renegotiation, or other mutually agreed upon extension, this Agreement shall terminate unless either Party has filed a petition for arbitration of a successor agreement with the PUC or the FCC in accordance with § 252 of the Act, in which case this Agreement shall continue in effect until conclusion of the arbitration and approval of a new agreement by the PUC.

- 4.3 Unless a Party has requested renegotiation in accordance with Section 4.2 of this Agreement, after completion of the initial two (2) year term or the current renewal term, this Agreement may be terminated by either Party for any reason not prohibited by law upon ninety (90) days written notice to the other Party. The Parties shall cooperate to transition traffic routing should this Agreement be terminated by either Party.
- 4.4 In the event of Default, as defined in this Section 4.4 of this Agreement, the non-defaulting Party may terminate this Agreement provided that the non-defaulting Party so advises the defaulting Party in writing ("Default Notice") of the event of the alleged Default and the defaulting Party does not cure the alleged Default within thirty (30) days after receipt of the Default Notice thereof and subject to the allegedly defaulting Party's right to invoke the Dispute Resolution provisions of this Agreement. Default is defined as:
- 4.4.1 Either Party's insolvency or initiation of bankruptcy or receivership proceedings (i) by the Party or (ii) against the Party, where such proceeding against a Party is not stayed or dismissed within 60 days of its commencement; or
- 4.4.2 A Party has notified the other Party in writing of the other Party's material breach of any of the material terms hereof, and neither Party has timely commenced Dispute Resolution as prescribed in Section 9.0 of this Agreement by the end of the cure period. For purposes of this Section 4.4.2, a material breach shall include the failure of a Party to abide by the material terms of a settlement agreement related to this Agreement or a non-stayed and non-appealable final judgment, decision or ruling executed or issued under the Dispute Resolution procedures outlined in Section 9.0 of this Agreement.

5.0 **Assignment**

- 5.1 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 (i) if such assignment is to an Affiliate or to an entity acquiring all or substantially all of the assignor's assets or equity whether through merger, sale, or consolidation or (ii) for the pledge, mortgage or granting of a security interest in a Party's assets in connection with a financing transaction. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors. Any permitted assignee must be a Telecommunications Carrier and expressly agree in writing to be bound by the terms of this Agreement.
- 5.2 In connection with a permitted assignment under Section 5.1, each Party will notify the other in writing not less than sixty (60) days in advance of anticipated assignment (or if 60 days advance notice is not commercially practicable under the circumstances, the maximum amount of notice that is commercially practicable, but not less than 30 days).

6.0 **Confidential and Proprietary Information**

- 6.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical, customer, end user, network, or business information disclosed in written, graphic, oral or other tangible or intangible forms by one Party (the "Discloser") to the other Party (the "Recipient"), which is disclosed by one Party to the other in connection with this Agreement, during negotiations or the term of this Agreement. In the case of oral information, such information shall be identified as Confidential Information when disclosed and confirmed in writing within thirty (30) business days thereafter. Confidential Information shall automatically be deemed proprietary to the Discloser and subject to this Section 6.0, unless otherwise confirmed in writing by the Discloser. All other information that is indicated and marked as confidential information at the time of disclosure shall also be treated as Confidential Information under Section 6.0 of this Agreement.

The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees, independent contractors having a need to know for the purpose of performing under this Agreement; provided such persons are subject to terms of nondisclosure and nonuse consistent with the terms of this Section, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third party agent or consultant, the Discloser must agree to such disclosure in writing, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse consistent to the terms of this Section.

- 6.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.3 The Recipient agrees to return all Confidential Information to the Discloser in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser. Recipient will have no liability whatsoever if it is required by the Discloser to return Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.4 The obligations under this Section will not apply to Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient, (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure, or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court requiring disclosure in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 6.5 The Parties recognize that an individual End User may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use Customer specific information lawfully obtained from End Users or sources other than the Discloser, subject to applicable rules governing use of Customer Propriety Network Information ("CPNI").
- 6.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement, as described in this Section 6, will survive such expiration or termination for a period of three years.
- 6.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted with respect to any patent, trademark, logo or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened

breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 **Liability and Indemnification**

7.1 **Limitation of Liabilities**

- 7.1.1 As used in this Section 7 of this Agreement, “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.
- 7.1.2 Except as otherwise stated in Section 7.1.5 hereof, the liability, if any, of a Party or 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. In no event will the directors, officers and employees of a Party or a Party’s Affiliates have any liability whatsoever under this Agreement.
- 7.1.3 The limitations and exclusions of liability stated in Sections 7.1.1 through 7.1.3 hereof 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.
- 7.1.4 Nothing contained in Sections 7.1.1 through 7.1.3 of this Agreement shall exclude or limit liability:
- 7.1.4.1 under Sections 7.3, Indemnification, or 12, Taxes.
 - 7.1.4.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.
 - 7.1.4.3 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 substance, to the extent such damages are otherwise recoverable under Applicable Law;
 - 7.1.4.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - 7.1.4.5 under § 258 of the Act or any order of FCC or the PUC implementing § 258; or
 - 7.1.4.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the PUC.
- 7.1.5 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 7 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.
- 7.1.6 Each Party may, 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.

7.2 **No Consequential Damages**

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 7.2 OR SECTION 7.1 WILL LIMIT EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY.

7.3 **Obligation to Indemnify**

7.3.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Person" or "Indemnitee"), 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.

7.3.2 **Indemnification Process.**

7.3.2.1 As used in this Section 7, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 7.3.

7.3.2.2 An Indemnifying Party's obligations under Section 7.3.1 shall be conditioned upon the following:

7.3.2.3 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, which approval shall not be unreasonably withheld, conditioned or delayed.

7.3.2.4 If the Indemnified Person fails to comply with Section 7.3.2.3 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.

7.3.2.5 Subject to Section 7.3.2.6 and 7.3.2.7, below, the Indemnifying Party shall have the authority to defend and settle any third party Claim.

7.3.2.6 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.

7.3.2.7 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.

7.3.2.8 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.

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

7.3.3 Each Party's obligations under this Section 7 shall survive expiration, cancellation or termination of this Agreement.

8.0 **Payment of Rates and Late Payment Charges**

8.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all undisputed rates and charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems. However, the invoices must be received within ten (10) days of the invoice date. If the invoice is received after ten (10) days of the invoice date, late payment charges are waived for that month. If the payment due date falls on a Sunday or on a holiday which is observed on a Monday, the payment due date shall be the first non-holiday following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday

preceding such Saturday or holiday. If payment is not received by the payment due date, a late penalty, as set forth in Section 8.3 below, will be assessed.

- 8.2 If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.
- 8.3 Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the lesser of (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, and (ii) 0.000325 compounded daily and applied for each month or portion thereof that an outstanding balance remains.

9.0 **Dispute Resolution**

9.1 **Notice of Disputes**

Notice of a valid dispute, whether billing or contractual in nature, must be in writing specifically documenting the total dollar amount of the dispute and provide a detailed description of the underlying dispute (the "Dispute Notice").

9.1.1 **Billing Disputes**

A Party must submit reasonable and valid billing disputes ("Billing Dispute") to the other Party within twelve (12) months from the bill date. The Parties will endeavor to resolve all Billing Disputes within ninety (90) days from the receipt of the Dispute Notice. Examples of reasonable and valid Billing Disputes include, but are not limited to:

- 9.1.1.1 incorrect rate applied;
- 9.1.1.2 error in quantity (i.e. minutes or quantity of circuits or quantity of billable elements incorrect);
- 9.1.1.3 service did/does not exist;
- 9.1.1.4 invalid factors;
- 9.1.1.5 incorrect Customer being billed;
- 9.1.1.6 invalid purchase order number ("PON");
- 9.1.1.7 untimely billing.

9.1.2 The billed Party shall provide such information as reasonably requested by the billing Party.

9.1.3 The Parties agree that those portions of bills that are not disputed shall be paid when due, that interest applies to all overdue invoices as set forth in Section 8.0 of this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the billing Party, the billing Party will receive interest applied to the disputed amount as set forth in Section 8.0 of this Agreement.

9.1.4 **Other Disputes**

Non-billing disputes arising out of this Agreement shall follow the dispute resolution procedure if within the scope of this Agreement in Section 9.2, 9.3, and 9.4.

9.1.5 **Statute of Limitations**

The applicable statute of limitations shall govern all non-billing disputes arising under this Agreement.

9.2 **Alternative to Litigation**

9.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order, an injunction, or similar relief from the PUC or a court of law related to this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedure in Sections 9.3 and 9.4 of this Agreement with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

9.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may in the Dispute Notice invoke the informal dispute resolution process described in Section 9.3. The Parties will endeavor to resolve the dispute within thirty (30) days after the date of the Dispute Notice.

9.3 **Informal Resolution of Disputes**

In the case of any dispute and upon receipt of the Dispute Notice each Party will appoint a duly authorized representative knowledgeable in telecommunications matters, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the Dispute Notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.

9.4 **Formal Dispute Resolution**

9.4.1 The Parties agree that all unresolved disputes arising under this Agreement, may be submitted to the PUC, FCC or a court of law for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision. If the PUC and/or FCC refuse jurisdiction, and notwithstanding Section 9.4.2, the Parties agree that neither Party waives its rights to have disputes, arising under the Act or otherwise, addressed by a court of competent jurisdiction.

9.4.2 If the PUC and/or the FCC does not have or declines to accept jurisdiction over any dispute arising under this Agreement, the Parties may agree to submit the dispute to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Discovery shall be controlled by the arbitrator and may be permitted upon mutual agreement of the Parties and the arbitrator. The arbitration

hearing shall be commenced within ninety (90) days of the Parties agreeing to arbitration. The arbitration shall be held in Pittsburgh, Pennsylvania unless otherwise agreed to by the Parties or required by the FCC or PUC. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator shall have no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

9.4.3 Each Party shall bear its own costs of these procedures.

9.5 **Conflicts**

9.5.1 The Parties agree that the dispute resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement and, in the event of such irreconcilable conflict, do not preclude a Party from seeking relief under applicable rules or procedures of the PUC.

10.0 **Notices**

10.1 Except as otherwise specifically provided in this Agreement, all notice, consents, approvals, modifications, or other communications to be given under this Agreement shall be in writing and sent postage prepaid by registered mail return receipt requested. Notice may also be effected by personal delivery or by overnight courier. All notices will be effective upon receipt, and should be directed to the following:

ILEC:

Sarah Davis
Senior Director – Government Relations & Wholesale Strategies
Consolidated Communications
5 Davis Farm Road
Portland, ME 04103

Copy to:

Consolidated Communications
121 South 17th St.
Mattoon, IL 61938
Attn: Contract Manager

If to CLEC:

Richard Monto
General Counsel
550 West Adams Street, Suite 900
Chicago, IL 60661

Copy to:

Kyle Bertrand
VP – Network Optimization/Procurement Management
75 Erieview Plaza, Suite 400
Cleveland, OH 44114

10.2 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section.

11.0 **Taxes**

11.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges (“Tax”) levied against or upon such purchasing Party, except for any Tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. Purchasing Party may be exempted from certain Taxes if purchasing Party provides proper documentation, e.g., reseller certificate, from the appropriate taxing authority. Resale exemption certificates shall be effective retroactively as permitted by the applicable taxing jurisdiction, provided, that where purchasing Party presents a resale exemption certificate that is effective retroactively (i) providing Party shall have no obligation to refund to purchasing Party Tax previously collected from purchasing Party that providing Party has already remitted to the applicable taxing authority, and (ii) purchasing Party shall reimburse providing Party for any Taxes not previously remitted by purchasing Party that have already been paid by providing Party to the applicable taxing authority for which purchasing Party would have been responsible under this Agreement but for the resale exemption certification.

11.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax, (ii) the purchasing Party shall remit such Tax to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.

11.3 The Parties agree that each Party shall generally be responsible for collecting and remitting to the appropriate city, any franchise fees or Taxes for use of city rights of way, in accordance with the terms of that Party's franchise agreement. In the event a city attempts to require both Parties to pay franchise fees on the same revenues with respect to resold services or unbundled network elements then the Parties agree to cooperate in opposing such imposition.

11.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, the purchasing Party agrees to indemnify and hold harmless the providing Party 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 collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

11.5 If the providing Party fails to bill any Tax as required herein, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such unbilled Tax and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such unbilled Tax by such authority. However, if (i) the purchasing Party fails to pay any Tax properly billed, or (ii) the providing Party fails to collect any Tax in reliance on documentation supplied by the purchasing Party to demonstrate that such Tax is not applicable or that purchasing Party is not subject to such Tax, which documentation subsequently is found to be erroneous, invalid or inapplicable, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the Tax, penalty and interest.

11.6 Intentionally Omitted.

- 11.7 In the event either Party is audited by a taxing jurisdiction, the other Party agrees to cooperate 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.
- 11.8 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other in connection with this Section 12.0, Taxes, shall be made in writing and shall be sent in accordance with Section 11.0, Notices.

12.0 **Force Majeure**

- 12.1 Except as otherwise specifically provided in this Agreement, neither Party shall be liable for delays or failures in performance (unless related solely to payment obligations under this Agreement) resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, acts of civil or military authority, embargoes, epidemics, terrorist acts, riots, insurrections, earthquakes, nuclear accidents, floods, or acts of public enemies; or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts; or any other similar circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

13.0 **Publicity**

- 13.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 13.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its Affiliates without the other Party's prior written authorization.

14.0 **Network Maintenance and Management**

- 14.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government as reasonably necessary) to achieve this objective, subject to the confidentiality provisions herein.
- 14.2 Each Party will provide to the other Party a 24-hour contact number for network traffic management issues and to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to attempt to ensure that all such events will be conducted in such a manner as to avoid disruption or loss of service to other End Users.

14.2.1 24 Hour Network Management Contact:**For ILEC:**

Contact Number: 888-800-1611
Fax Number: 936-671-4902

For CLEC

Contact Number: 866-388-7258
Email: NOC@inteliquent.com

14.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to the other Party or to either Party's End Users. Either Party will provide the other Party notice of any such impairment at the earliest practicable time.

15.0 Law Enforcement and Civil Process**15.1 Intercept Devices**

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an End User of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid requirement, to the extent the receiving Party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided upon notice to the other Party.

15.2 Subpoenas

If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, the receiving Party will advise the requesting entity that the other Party is the entity in position to respond to the subpoena.

15.3 Law Enforcement Emergencies

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an End User of the other Party, the receiving Party will comply. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the End User agrees to indemnify and hold the other Party harmless against any and all such claims.

15.4 The Parties will provide five (5) day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on Customer invoked Custom Local Area Signaling Services ("CLASS), where technically feasible, pertaining to non-emergency calls such as annoyance calls. The Parties will provide assistance twenty-four (24) hours per day for situations involving immediate threat of life or at the request of law enforcement officials. The Parties will provide a twenty-four (24) hour contact number to administer this process.

15.5 Each Party will be responsible for all costs it incurs in complying with the terms of this Section 15.

16.0 Changes in End User Subscriber Carrier Selection

- 16.1 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing end user's Local Service Provider ("LSP") to itself and in assuming responsibility for any applicable charges as specified in §258 (b) of the Act. Either Party shall make authorization available to the other Party upon reasonable requests and at no charge.
- 16.2 Only an End User can initiate a challenge to a change in the End User's local exchange service provider. If an End User notifies either Party that the End User requests local exchange service, the Party receiving such request shall be free to immediately provide service to such End User, subject to the applicable rules of the Commission, the FCC, and this Agreement.
- 16.3 When an End User changes or withdraws authorization, each Party will release Customer specific facilities in accordance with directions of the End User or the End User's authorized agent.
- 16.4 Subject to applicable statutes, rules, orders, and decisions, each Party will provide to the other Party access to the Customer Service Records ("CSR") for an End User of the receiving Party upon the requesting Party providing the receiving Party proof of End User authorization consistent with industry standards and legal requirements to obtain such CSR.
- 16.4.1 The Parties agree that they will conform to FCC and/or state regulations regarding the placing of requests for new service between the Parties, and regarding the use of customer-specific CPNI. The Parties further agree that any change in the four-day wireline local number portability interval ordered by the FCC will be automatically implemented by the Parties, in adherence with any deadlines or schedule also ordered by the FCC without need for an amendment to this agreement.
- 16.4.2 The requesting Party will document End User permission obtained to receive CSR, whether or not the End User has agreed to change LSPs. For End Users changing service from one Party to the other, proof of End User authorization consistent with legal requirements may be requested by the Party receiving the CSR if the End User has alleged slamming incidents, and for other reasons agreed to by the Parties. The receiving Party may also request documentation of proof of End User authorization consistent with industry standards and legal requirements if CSR is requested and a subsequent service order for the change of local service is not received. Absent evidence of unauthorized requests for transfer or other requirement or other governmental or auditing requirements, neither Party will generally seek documented verification of more than ten percent (10%) of submitted CSRs.
- 16.4.3 CSR requests will be processed in accordance with the following:
- 17.4.2.1 For End Users with 1-10 lines: one (1) business day.
- 17.4.2.2 For End Users with 11-25 lines: two (2) business days.
- 17.4.2.3 For End users with 26+ lines: three (3) business days.
- 16.4.4 If the Parties do not agree that CSR was requested for a specific End User, or that a Party has erred in not accepting proof of End User authorization consistent with industry standards and legal requirements, the Parties may immediately request dispute resolution in accordance with General Terms and Conditions, Section 9.0, Dispute Resolution.

17.0 **Amendments or Waivers**

17.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement will be effective unless the same is in writing and signed by an authorized representative of each Party. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition.

17.2 The Parties agree that the terms of this Agreement comport with the Act and the Pennsylvania Public Utility Code.

17.3 The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, other public forum, contract negotiation, bona fide request, or arbitration addressing any matters, including matters related to the types of arrangements prescribed by this Agreement; provided, however, that such advocacy shall not be used to affect the terms of this Agreement, except as provided in Section 3.0 hereof.

18.0 **Authority**

18.1 Each person whose signature appears below represents and warrants that they have the authority to bind the Party on whose behalf they executed this Agreement.

19.0 **Binding Effect**

19.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

20.0 **Consent**

20.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

21.0 **Expenses**

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

22.0 **Headings**

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

23.0 **Relationship of Parties**

23.1 This Agreement will not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other Party, nor to act as an agent for the other Party unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

24.0 **Conflict of Interest**

24.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

25.0 Counterparts and Electronic Signatures

25.1 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document. Digital or electronic signatures will be treated as original ink signatures for all purposes.

26.0 Third Party Beneficiaries

26.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any benefit, remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

27.0 Regulatory Approval

27.1 Each Party agrees to cooperate with the other Party and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with the other Party and any regulatory agency with jurisdiction so that the benefits of this Agreement may be achieved.

27.2 Upon execution of this Agreement, it shall be filed by ILEC with the PUC for approval pursuant to the requirements of § 252 of the Act. All costs associated with the aforementioned filing(s) or notice(s) shall borne by CLEC.

28.0 Trademarks and Trade Names

28.1 Each Party warrants that, to the best of its knowledge, the services provided under this Agreement do not and will not violate or infringe upon any patent, copyright, trademark, or trade secret rights of any other persons.

28.2 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever, absent written consent of the other Party.

29.0 Regulatory Authority

29.1 Each Party will be responsible for obtaining and keeping in effect all FCC, PUC, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Each Party will reasonably cooperate with the other Party in obtaining and maintaining any required approvals necessary for fulfilling its obligations under this Agreement.

30.0 Verification Reviews

30.1 Subject to confidentiality requirements, including non-disclosure agreements, CPNI protection and building security, and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement no more than once in each Contract Year and/or following termination of the Agreement to evaluate the accuracy of the other Party's billing, data and invoicing, including usage data, source data, and other information and documents in accordance with this Agreement. The relevant books, records and other documents include, but are not limited to, usage data, source data, traffic reports and associated data and other information and documents in accordance with this Agreement. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.

30.2 The review will consist of an examination and verification of data involving usage data, records, systems, procedures and other information related to the traffic delivered or services performed by

either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party shall maintain records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. Such records shall include usage records for the traffic delivered by the Party to the other Party.

- 30.3 Adjustments, credits, or payments shall be made and any corrective action shall commence within thirty (30) days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. Audit findings may be applied retroactively for no more than twenty-four (24) months from the date the audit began. Interest shall be paid by the Party required to make or provide any adjustment, credit or payment identified by the audit, at the rate specified in Section 8.0 of this Agreement, and shall be computed by compounding daily from the time of the overcharge or undercharge, as applicable to the day of payment or credit. Any disputes concerning audit results will be resolved pursuant to the dispute resolution procedures described in §9.0 of this Agreement.
- 30.4 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees, subcontractors and other agents and books, records and other documents reasonably necessary to assess the accuracy of the Party's billings, data and invoices.
- 30.5 Verification reviews will be limited in frequency to once per twelve (12) month period, with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Verification reviews will be scheduled subject to the reasonable requirements and limitations of the audited Party and will be conducted in a manner that will not interfere with the audited Party's business operations.
- 30.6 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or after providing notice and receiving assent from the other Party, may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.
- 30.7 For purposes of conducting the audit pursuant to this Agreement, a Party may employ an accounting firm or telecommunications consulting firm, so long as such accounting firm or telecommunications consulting firm agrees in writing prior to commencement of the audit to be bound by the confidentiality provisions contained in this Agreement and, provided further, such auditor or firm is not representing the audited Party. Each Party will bear its own expenses associated with the audit unless a Party incurs excessive expenses as a result of failure or delay in cooperation by the other Party, in which case the latter Party shall reimburse the former Party for such documented and validated excessive expenses.
- 30.8 Information obtained or received by either Party in conducting the audit described in Section 30.0 shall be subject to the confidentiality provisions of Section 6.0 of this Agreement, whether or not marked as confidential.
- 31.0 **Cooperation on Preventing Fraud**
- 31.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other Party.
- 31.2 In cases of suspected fraudulent activity by an End User or other person or entity, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning End Users or other persons or entities who terminate services to

that Party without paying all appropriate or outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

32.0 **Notice of Network Changes**

32.1 The Parties agree to provide each other with reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using the other Party's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including without limitation, the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with the Parties' obligations under this Agreement.

33.0 **Performance Measures**

33.1 The Services provided by ILEC to CLEC pursuant to this Agreement will be equal in quality and performance as that which ILEC provides itself and other carriers.

34.0 **Responsibility of Each Party**

34.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

35.0 **Governmental Compliance**

35.1 Each Party will comply at its own expense with all Applicable Law that relates to i) its obligations under or activities in connection with this Agreement; or ii) its activities undertaken at, in connection with or relating to Work Locations. The Parties agree to indemnify, defend (at the other Party's request) and hold harmless the other Party, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from its failure or the failure of its contractors or agents to so comply.

36.0 **Responsibility for Environmental Contamination**

36.1 CLEC will in no event be liable to ILEC for any costs whatsoever resulting from the presence or release of any environmental hazard that CLEC did not introduce to the affected Work Location. ILEC will indemnify, defend (at CLEC's request) and hold harmless CLEC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that ILEC, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any environmental hazard for which ILEC is responsible under Applicable Law.

36.2 ILEC will in no event be liable to CLEC for any costs whatsoever resulting from the presence or release of any environmental hazard that ILEC did not introduce to the affected Work Location. CLEC will indemnify, defend (at ILEC's request) and hold harmless ILEC, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any environmental hazard that CLEC, its contractors or agents introduce to the Work Locations or ii) the presence or release of any environmental hazard for which CLEC is responsible under Applicable Law.

37.0 **Subcontracting**

37.1 If a Party through a subcontractor performs any obligation under this Agreement, such Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. No subcontractor shall be provided access to Confidential Information covered by this Agreement unless the subcontracting Party has first obtained the subcontractor's written agreement to protect such Confidential Information to the same extent the subcontracting Party is required to protect the Confidential Information under the terms of this Agreement.

38.0 **Referenced Documents**

38.1 The Parties agree that any reference to a technical reference, technical publication, telecommunications industry administrative or technical standard or any other document specifically incorporated into this Agreement, shall be to the version in effect on the Effective Date of this Agreement, unless the Parties in writing agree to adopt a later version.

39.0 **Severability**

39.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party will be construed and enforced accordingly, unless such construction would be unreasonable; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under Section 9.0, Dispute Resolution.

40.0 **Survival of Obligations**

40.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof for a period of three years. Any obligations of a Party under the provisions of this Agreement regarding Confidential Information shall survive cancellation or termination of this Agreement for a period of three years.

41.0 **Provision of Parties' OCNs**

41.1 For the purposes of establishing service and the provision of efficient and consolidated billing, the Parties will provide to one another their National Exchange Carrier Association ("NECA") authorized Operating Company Number ("OCN").

42.0 Customer Inquiries

- 42.1 Neither Party will contact the other Party's Customers concerning matters under this Agreement that are the subject of a current dispute. Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 42.2 Each Party will ensure that all of its representatives who receive inquiries regarding the other Party's services or products: (i) provide the telephone numbers described in §44.1; and (ii) do not in any way disparage or discriminate against the other Party or its services or products.

43.0 Disclaimer of Warranties

- 43.1 **EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.**

44.0 Definitions and Acronyms & Initialisms**44.1 Definitions**

For purposes of this Agreement, certain terms have been defined in Attachment 5: Definitions and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used.

44.2 Acronyms & Initialisms

Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act. For convenience of reference only, Attachment 6: Acronyms & Initialisms provides a list of acronyms and initialisms used throughout this Agreement.

45.0 Telecommunications Carrier and Certification Requirements

- 45.1 Each Party warrants that, for purposes of this Agreement and the utilization of services provided pursuant to this Agreement, the Party is a Telecommunications Carrier providing Telecommunications Services in accordance with the Act.
- 45.2 Each Party warrants that it will have obtained by the Effective Date and maintain all necessary jurisdictional certification(s) required in Pennsylvania to perform its obligations under this Agreement. Upon request each Party shall provide proof of certification to the other Party.

46.0 Other Requirements and Attachments

- 46.1 This Agreement incorporates a number of listed Attachments which together constitute the entire Agreement between the Parties.

46.1.1 Each Party agrees that if at any time conflict arises between the General Terms and Conditions and one of the Attachments, the Attachments will control.

46.1.2 To the extent that any definitions, terms or conditions in any given Attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that services or activities are to occur under the Attachment, but will not affect the term length of other attachments.

47.0 **Entire Agreement**

This Agreement, including all attachments and subordinate documents attached hereto or referenced herein, all of which are incorporated by reference, constitute the entire matter, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter.

In witness whereof, the Parties have executed this Agreement through their authorized representatives:

ONVOY, LLC

CONSOLIDATED COMMUNICATIONS OF PENNSYLVANIA COMPANY

Kyle Bertrand
Print Name

Sarah Davis
Print Name

DocuSigned by:
Kyle V. Bertrand 10/10/2018
Sign Name: Date


11/01/2018
Sign Name: Date

VP-Network Optimization/Procurement Management
Position/Title

Senior Director – Wholesale Strategies
Position/Title

PENNSYLVANIA

CLEC OCN: 547E
CLEC SPID: 787F, 505B, 604E, 278D, 4899, 858G
CLEC ACNA: OWS

ATTACHMENT 1:**ROUTING, EXCHANGE, AND COMPLETION OF TRAFFIC****1.0 Introduction**

Pursuant to Section 251 of the Act, the Parties shall negotiate in good faith and in a prompt manner to implement routing of calls between their respective End Users and networks in accordance with Section 3.0 of this Attachment 1, subject to the requirements of Attachment 3, Network Interconnection Architecture, of this Agreement.

2.0 Rating and Routing

Regardless of the means of traffic exchange being employed pursuant to this Agreement, each Party will ensure that calls to the other Party's NXX codes are associated with the same Rate Centers in which the End User is physically located and are correctly rated for purposes of intercarrier compensation as Local Traffic. At least once each month, each Party shall review the Local Exchange Routing Guide ("LERG") and ensure that it has entered the other Party's NXXs in its switches and billing systems. Nothing in this Agreement shall be construed to otherwise limit or adversely affect in any manner either Party's right to employ, to request and be assigned, and to utilize by assignment to End Users, any NXX code or telephone numbers pursuant to the Central Office Code Assignment Guidelines and Applicable Law.

3.0 Interconnection

The Parties shall implement arrangements for Interconnection of their respective networks according to Attachment 3, Network Interconnection Architecture. Such Interconnection may be achieved by the use of either Party's own facilities or the leasing of facilities from a third party carrier.

4.0 Dispute Resolution

Should any dispute arise with respect to the establishment of the POI under Section 2.3 of Attachment 3, the Parties will pursue dispute resolution as set forth in Section 9.0 of the General Terms and Conditions of this Agreement, and will continue to exchange Traffic without disruption pursuant to the existing means of traffic exchange pending resolution of the dispute.

ATTACHMENT 2:**COMPENSATION****1.0 General**

- 1.1 For purposes of compensation under this Agreement, the telecommunications traffic exchanged between the Parties will be classified as Local Traffic, EAS traffic, Foreign Exchange Traffic, IntraLATA Toll Traffic, Transit Traffic, or Local Internet Service Provider (“ISP”)-Bound Traffic (collectively, “Traffic”). The Parties agree that, notwithstanding the classification of Traffic by CLEC with respect to its End Users, the classification of Traffic provided in this Agreement shall control with respect to compensation between the Parties under the terms of this Agreement. The provisions of this Attachment shall not apply to services provisioned by ILEC to CLEC as local resale services, if any.
- 1.2 “Local Traffic” means Section 251(b)(5) traffic as defined in Section 3.2.1. The Parties agree to reciprocally exchange Local Traffic between their networks.
- 1.3 Each Party agrees that it will not knowingly provision any of its services or exchange any traffic hereunder in a manner that permits the unlawful avoidance of the application of intrastate or interstate switched access charges by the Party and/or any other party including, but not limited to, third party carriers, aggregators, resellers, Information Service providers, and the FCC-defined lawful resale of Local Traffic, Local ISP Bound Traffic and EAS Traffic. Each Party shall advise the third party carriers, aggregators, resellers, Information Service providers and other relevant parties in writing that access charge avoidance is not permitted.
- 1.4 Each Party also agrees that it will not knowingly allow the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of any traffic other than Local Traffic, IntraLATA Toll or Local ISP Bound Traffic through the POI. If any such delivery of Excluded Traffic through the POI is identified, each Party also agrees to take all reasonable and necessary steps to terminate and/or reroute any service to one of its End Users that permits that End User or any entity to circumvent the application of applicable switched access charges by the other Party or that permits the End User or any entity to utilize the POI for the delivery or receipt of Excluded Traffic through the POI; provided, however, that until such time as the delivery of Excluded Traffic is resolved, the Party that is allowing the POI to be used for the delivery of Excluded Traffic shall pay terminating access charges pursuant to the applicable tariff of the other Party.
- 1.5 Each Party shall identify and make available to the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of this Attachment.
- 1.6 Foreign Exchange Traffic is not Local Traffic for purposes of intercarrier compensation, and such Foreign Exchange Traffic shall not be subject to reciprocal compensation. Both Parties represent and warrant that they are not exchanging more than a minimal amount of Foreign Exchange Traffic as of the effective date of this Agreement. Neither Party shall provide more than a minimal amount of services generating Foreign Exchange Traffic unless the Parties have negotiated a factor to reflect the amount of traffic that will be presumed to be Foreign Exchange Traffic (subject to verification and modification, as necessary), provided that in the absence of a written agreement between the Parties stating otherwise, Foreign Exchange Traffic shall be subject to the originating carrier’s originating access rates which shall be payable by the Party generating Foreign Exchange Traffic. Either Party may perform traffic studies at any time to determine if Foreign Exchange Traffic is being exchanged, and each Party will provide data necessary to determine the geographic location associated with the telephone number numbers to which the calls were terminated.

2.0 Traffic Identifiers

- 2.1 Each Party will be responsible for the accuracy and quality of the data it submits to the other Party.
- 2.2 To ensure proper implementation of this Agreement, the Party delivering traffic to the other Party shall provide the Automatic Number Identification (“ANI”) and/or accurate Calling Party Number (“CPN”) (and/or additional industry standard traffic elements), as applicable, in accordance with the requirements of Attachment 3, Section 3.0 (the “Traffic Identifiers”) in order that the terminating Party can properly identify the telephone number associated with the End User placing the call. Each Party will transmit Traffic Identifiers for each call being terminated on the other Party’s network. All calls transmitted without adequate or appropriate Traffic Identifiers will be billed in accordance with Section 3.5 of this Attachment.
- 2.3 On all Traffic exchanged pursuant to this Agreement, neither Party shall substitute nor implement any arrangement within its switch(es) that omits, substitutes or generates an incorrect ANI, CPN or other SS7 parameter other than those associated with the originating End User. Upon determination that a Party has intentionally omitted, substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party intrastate access rates with respect to all such traffic. The omission, substitution or generation of incorrect parameters shall constitute a material breach of this Agreement.
- 2.4 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP), where office is equipped, 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 capable switches.

3.0 Compensation for Termination of Traffic Originated by the Parties

- 3.1 The Parties agree that all Traffic exchanged between the Parties shall be non-Nomadic, and compensation for Traffic exchanged under this Section 3 of Attachment 2 shall only apply to Traffic exchanged between the parties that is not Nomadic Traffic. The parties further agree to the provisions set forth in the General Terms and Conditions, Section 10.3, for allowed de minimis amounts of Nomadic Traffic, and also the treatment of Nomadic Traffic exceeding agreed de minimis amounts. None of the Traffic exchanged by either party will be Nomadic Traffic unless otherwise certified in writing in advance by the Party responsible for that Traffic. Upon notification by a Party that it intends to exchange Nomadic Traffic, the Parties will in good faith negotiate within the next sixty (60) days following notification the rate of compensation for the Nomadic Traffic. During the sixty (60) day negotiation period, an originating Party of Nomadic Traffic may exchange Nomadic Traffic with the other Party and will use commercially reasonable efforts to compensate the other Party for Nomadic Traffic consistent with the existing terms of this Agreement. If the Parties have not established a rate of compensation for Nomadic Traffic within the sixty (60) day period, unless the Parties otherwise agree, the originating Party of Nomadic Traffic will pay, retroactive to the commencement of such traffic, to the terminating Party an amount equal to the compensation paid for non-Nomadic VoIP.
- 3.2 Reciprocal Compensation for Termination of Section 251(b)(5) Traffic, Non-toll VoIP-PSTN Traffic and ISP Bound Traffic:
 - 3.2.1 For purposes of this Agreement, Section 251(b)(5) Traffic and Non-toll VoIP-PSTN Traffic shall mean Telecommunications traffic exchanged over the Parties’ own facilities in which the originating End User of one Party and the terminating End User of the other Party are both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or “General”) Exchange Tariff on file with the applicable state Commission or regulatory agency; or both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is

not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

3.2.2 For purposes of this Agreement, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean Telecommunications traffic exchanged between CLEC and ILEC over each Party's own facilities in which the originating End User of one Party and the ISP served by the other Party are:

3.2.2.1 both physically located in the same ILEC Local Exchange Area as defined by ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

3.2.2.2 both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory EAS, mandatory ELCS or other types of mandatory expanded local calling scopes.

3.2.2 Beginning July 1, 2018, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the FCC in the Matter of Developing an Unified Intercarrier Compensation Regime, FCC 11-161 and FCC 11-189 in CC Docket No. 01-92 (rel. November 18, 2011 and December 23, 2011) compensation for termination of Section 251(b)(5) traffic local traffic exchanged between the parties shall be rated as Bill and Keep .

3.3 Compensation for Termination of intrastate IntraLATA Toll Traffic (including Traffic originating from optional EAS and one-way EAS and other such arrangements providing an expanded local calling scope for the originating Party's End Users other than mandatory EAS arrangements) will be at the applicable intrastate terminating access rates and originating access rates for 800 Service, including the Carrier Common Line Charge, as set forth in the relevant Party's intrastate access service tariff or price list. In the event that CLEC does not have a filed Intrastate Toll tariff for access service, CLEC agrees to utilize rates that do not exceed ILEC's tariffed access rates.

4.0 **Compensation for Transit Traffic**

4.1 Transit Traffic is Traffic exchanged between the Parties that originates or terminates on the network of a third party ILEC, CLEC or CMRS provider over the interconnection trunks (the "Non-Party Provider"), where one of the Parties or the Non-Party Provider performs a transiting function to complete the Traffic between the others.

4.2 Where the transiting function is performed by the Non-Party Provider to complete Local Traffic, EAS Traffic, and Local ISP-Bound Traffic between the Parties, the Parties agree that the originating Party will compensate the Non-Party Provider for any transit fees applicable to the exchange of Local Traffic, EAS Traffic, and Local ISP-Bound Traffic.

4.2.1 The Party originating Traffic will pay a negotiated Transit Traffic rate element of \$.003 per MOU to compensate the Transit Service Provider.

4.2.2 Each Party acknowledges that the Transit Service Provider does not have any responsibility to pay any third party Telecommunications Carrier charges for Termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.

4.2.3 Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party ILEC, CLEC, or CMRS provider for the exchange of

traffic to that third party. Except as required in connection with the ILEC's role as a tandem provider for certain exchanges in the ILEC's service area, the Parties will not send each other CMRS traffic. In the event CMRS traffic is sent from one Party to the other Party, the Party sending such traffic will compensate the other Party at the intrastate switched access rate.

- 4.2.4 The Transit Service Provider will use reasonable effort to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling ("CCIS") and other appropriate Transaction Capabilities Application Part ("TCAP") messages in order to facilitate full interoperability and billing functions. The Transit Service Provider agrees to send all message indicators according to industry standards and to provide the terminating Party information on traffic originated by a third party CLEC, ILEC, or CMRS provider.
- 4.3 All traffic, other than Local Traffic, EAS Traffic, and Local ISP-Bound Traffic, that transits a tandem will be classified and treated as "Exchange Access" Traffic as defined under the Act, unless otherwise agreed in writing between the Parties.

5.0 **Alternate Billed Traffic**

- 5.1 All alternate billed call types routed between the networks must be accounted for, and revenues settled among the Parties. Certain types of calls will require exchange of billing records between the Parties including IntraLATA alternate billed calls (e.g. calling card, bill-to-third party, and collect records and LEC-provided toll free service records). The Parties will utilize, where possible existing accounting and settlement systems to bill, exchange records and settle revenue.
- 5.1.1 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third, and collect) will be through the existing Centralized Message Distribution System ("CMDS") processes, or similar processes as agreed to by the Parties.
- 5.1.2 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will make its own arrangements with respect to participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- 5.1.3 Non-ICS revenue is defined as revenues associated with collect calls, calling card calls, and billed to third number calls which originate, terminate and are billed within the same Telcordia Client Company Territory. Each Party will make its own arrangements with respect to participation in the non-ICS process, through direct participation or a hosting arrangement with a direct participant. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.
- 5.1.4 Each Party will provide the appropriate call records to the other for toll free IntraLATA Toll Traffic, thus permitting the Party to bill its End Users for the inbound Toll Free Service. Each Party may charge its tariffed rate for such record provision. No adjustments to data contained in tapes, disks, or network data mover will be made by a Party without the mutual agreement of the Parties. The Parties may utilize the CMDS system to transport the call records.

ATTACHMENT 3:**NETWORK INTERCONNECTION ARCHITECTURE****1.0 Scope**

- 1.1 This Attachment describes the arrangements that may be utilized by the Parties for Interconnection of their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access Service pursuant to §251 of the Act. In each ILEC area where the Parties interconnect their networks, the Parties will utilize the Interconnection method(s) specified below unless otherwise mutually agreed to in writing by the Parties.
- 1.2 A Point of Interconnection ("POI"), as defined in §2.0 of this Attachment will be designated for each Interconnection arrangement established pursuant to this Agreement. The POI is the location where one Party's operational and financial responsibility begins and the other Party's operational and financial responsibility ends. Each Party is responsible for all recurring and non-recurring charges associated with providing equipment, facilities and trunking, and for transporting its traffic to the POI.
- 1.3 Each Party is responsible for the appropriate sizing, operation, and maintenance of the facilities utilized for transmission and routing to the POI. Neither Party will bill the other for transmission and routing for facilities on its side of the POI.
- 1.4 This Attachment is based on the network configuration and capabilities of the Parties, as they exist on the date of this Agreement. If those factors change (i.e., ILEC deploys a new tandem office), the Parties will negotiate in good faith to modify this Agreement in order to accommodate the changes and to provide the services made possible by such additional capabilities to CLEC.

2.0 Interconnection Methods**2.1 Direct Interconnection**

Direct Interconnection provides for Network Interconnection between the Parties at a technically feasible point on ILEC's network as described in Section 2.1.1. Direct interconnection facilities shall be accomplished by, including but not limited to, one or more of the following methods:

1.) Lease arrangements, and 2) Jointly provisioned facilities arrangements.

2.1.1 In order to gain connectivity, the POI is required at one of the following locations:

- a) POI at the ILEC Tandem Office where available;
- b) POI at the ILEC End Office or host office; and
- c) Meet point arrangements as either party may request.

The parties shall designate a POI in the tandem serving area of each ILEC tandem pursuant to Section 2.3 of the attachment. Each Party will be responsible for the engineering and construction of its own network facilities, and for the transport and termination of all traffic, on its side of the POI. CLEC may lease from ILEC facilities between the required POI in that area, and CLEC's point of presence (e.g., End Office or wire center), subject to the applicable ILEC interstate, intrastate or local, special access or private line tariffs under which CLEC orders service; provided, that ILEC shall not be required to install additional facilities in order to have sufficient capacity to lease facilities to CLEC. In lieu of leasing facilities from ILEC or in addition to leasing facilities from ILEC, CLEC may lease third party facilities or provision its own facilities to interconnect with ILEC at any POI required under this Section. If CLEC's End Office or wire center is within ILEC's local exchange boundary where direct Interconnection is requested, either Party may lease from the other Party facilities between ILEC's End office or wire center location and CLEC End Office or wire center location, subject to availability. Lease arrangements will be governed by the applicable

Party's interstate, intrastate or local, special access or private line tariffs under which either Party orders service.

2.2 Indirect Interconnection

The Parties agree to permit the indirect interconnection, via third parties, of their respective networks for the exchange of traffic under this Agreement. Unless otherwise agreed by the Parties, Direct Interconnection pursuant to terms set forth herein shall be established when the Parties' aggregate traffic passing through the appropriate third-party tandem transit switch exceeds one (1) DS1 at busy hour peak over three (3) consecutive months. It is the responsibility of the CLEC to enter into the appropriate transiting arrangements with the third party tandem provider and to be responsible for the performance of any and all terms thereof, including payment of the associated rate and charges to the third party tandem provider, without recourse to ILEC. The indirect Interconnection arrangement is subject to renegotiation if by change of law or for any other reason the third party tandem switch provider no longer allows the transiting service.

2.3 A POI shall be established by Parties at the appropriate ILEC Tandem Switching Office serving the rate center where Local Traffic, EAS Traffic, and Local ISP-Bound Traffic will be exchanged.

2.4 Dialing Parity. The Parties shall provide local and toll dialing parity, as defined in FCC and Commission rules and regulations, with no unreasonable dialing delays.

3.0 Signaling Requirements

3.1 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including Integrated Digital Services Network ("ISDN") User Part for trunk signaling and TCAP for Custom Channel Signaling ("CCS")-based features in the Interconnection of their networks. All Network Interconnection Interoperability Forum ("NIIF") adopted standards shall be adhered to.

3.2 Where available, CCS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks.

3.3 The following list of publications describe the practices, procedures and specifications generally utilized by the industry for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to signaling:

GR-000246-CORE, Bell Communications Research Specifications of Signaling System 7 ("SS7")

GR-000317-CORE, Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part

GR-000394-CORE, Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part

GR-000606-CORE, LATA Switching Systems Generic Requirements-Common Channel Signaling-§6.5

GR-000905-CORE, Common Channel Signaling Network Interface Specification Supporting Network Interconnection Message Transfer Part and Integrated Digital Services Network User Part

- 3.4 The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its End Users. All original CCS signaling parameters will be provided including, without limitation, CPN, originating line information, originating company information, calling party category and charge number. Jurisdictional indicator parameters will be provided where available and already populated in the originating Party's system.
- 3.5 Each Party shall cooperate to ensure that all of its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission, where available, to allow for ISDN interoperability between the Parties' respective networks.
- 3.6 The Parties shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia,
- 3.6.1 disaster recovery provisions and escalations;
 - 3.6.2 direct/high usage trunk engineering guidelines; and
 - 3.6.3 such other matters as the Parties may agree.
- 3.7 If a Party makes a change in its network, which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide sixty (60) days advance written notice of such change to the other Party.

4.0 **Interconnection and Trunking Requirements**

4.1 **Local Traffic, Local ISP-Bound Traffic and IntraLATA Toll Traffic**

- 4.1.1 The Parties shall reciprocally terminate Traffic originating on each other's networks as follows:
- 4.1.1.1 Where technically feasible, the Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Traffic or one way trunks upon mutual agreement. If at any time during the term of this Agreement, the average monthly number of minutes of use (combined Traffic) terminated by either Party on the network of the other exceeds the generally accepted engineering practices as mutually agreed to by the Parties, the Party on whose network those minutes have been terminated may elect to require jurisdictionally separate trunks for Local Traffic and IntraLATA Toll Traffic.

4.2 **Trunking**

- 4.2.1 As agreed upon by the Parties, trunking will be established at the DS-1 level or DS-0 level, or higher as necessitated by traffic levels, and facilities will be established at the DS-1/DS-3/OC-3 level, or higher, as agreed upon by the Parties.
- 4.2.2 Separate trunks will be utilized for connecting CLEC's network to appropriate tandems to comply with /E911 standards.

5.0 **Network Management**

5.1 **Protective Protocols**

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on Traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

5.2 **Expansive Protocols**

Where the capability exists, originating or terminating Traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing.

6.0 **Forecasting/Service Responsibilities**

- 6.1 Each Party agrees to provide an initial Traffic forecast for establishing the initial Interconnection facilities. Subsequent forecasts will be provided on a semi-annual basis.
- 6.2 ILEC shall be responsible for forecasting and servicing the trunk groups terminating to CLEC. CLEC shall be responsible for forecasting and servicing the trunk groups terminating to ILEC End Users. Each Party shall monitor over-all traffic levels, as appropriate, and provide notice to the other, as necessary, to assure the uninterrupted flow of traffic. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Telcordia) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.
- 6.3 The Parties shall both be responsible for efficient planning and utilization of the network and shall employ all reasonable means of forecasting, monitoring and correcting for inefficient use of the network. The Parties will conduct facility planning meetings to determine initial and subsequent utilization standards subsequent to execution of this Agreement but prior to implementing direct Interconnection in accordance with §3.5 of this Attachment.
- 6.4 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.0 **Trunk Servicing**

- 7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR") or another industry standard method subsequently adopted by the Parties to replace the ASR for local trunk ordering. If trunks are available, orders to add trunks will normally be processed and installed within thirteen (13) business days. If trunks are not available at the time of the request, the parties will work together to implement additional trunks as soon as reasonably possible.
- 7.2 The Parties shall jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send the other Party an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment.
- 7.3 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
- 7.4 Each Party shall be responsible for engineering its networks on its side of the POI.
- 7.5 Each Party will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 7.6 The Parties will coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure that Interconnection trunks/Trunk Groups are installed per the Interconnection

trunk order or ASR, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

- 7.7 Each Party will perform sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to each other.
- 7.8 The Parties will advise each other's control office if there is an equipment failure that may affect the Interconnection trunks.
- 7.9 Each Party will provide to each other test-line numbers and access to test lines.
- 7.10 The Parties will cooperatively plan and implement coordinated repair procedures for the local Interconnection trunks to ensure trouble reports are resolved in a timely and appropriate manner.
- 7.11 All final trunk groups shall be engineered with a blocking standard of one percent (.01) during the average busy hour.

ATTACHMENT 4:**IMPLEMENTATION OF INTERCONNECTION ARRANGEMENTS****1.0 Introduction**

CLEC and ILEC shall work cooperatively to install and maintain a reliable Interconnection architecture. CLEC and ILEC shall exchange appropriate information (including, but not limited to maintenance contact numbers and escalation contact information) to achieve reliability. In implementing Interconnection pursuant to Attachment 3, the Parties agree to ensure the deployment of sufficient trunking capacity at all times at the POI to accommodate the exchange of Traffic and to minimize the likelihood of call blocking.

2.0 Implementation Team

To optimize the exchange of traffic under this Agreement, the Parties agree to meet and to form a team (the "Implementation Team") that shall identify the standards, specifications and processes needed for implementation of this Agreement. The Parties will meet within ninety (90) days, absent extenuating technical issues or other such extenuating circumstances, of either Party's request for such a meeting. The Parties will endeavor to complete implementation within ninety (90) days thereafter, subject to either Party's right to invoke the dispute resolution provisions of this Agreement. Among other things, the Implementation Team shall address the following matters as promptly as possible:

- a. Mutual understanding of the Interconnection architecture as defined in Attachment 3, including trunk management and overflow contingencies;
- b. Respective duties and responsibilities of the Parties with respect to the administration and maintenance of the Interconnections including signaling;
- c. Disaster recovery and escalation provisions;
- d. Points of contact and escalation procedures for ordering, provisioning, billing, and maintenance;
- e. Service ordering and provisioning procedures, including provision of the trunks and facilities;
- f. Other network planning components including testing and provisioning intervals; and
- g. The appropriate file format and other requirements for the exchange of directory listing information.

ATTACHMENT 5:**DEFINITIONS**

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement. Capitalized terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the Effective Date of this Agreement.

“Access Service Request” or “ASR” means the industry standard forms and supporting documentation used for ordering access services. The ASR may be used to order trunking and facilities between ILEC and CLEC for local Interconnection.

“Act” means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended, and as interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

“Affiliate” is as defined in the Act.

“Ancillary Services” are services which support but are not required for Interconnection of telecommunications networks between two or more parties, e.g., 911, DA, and Directory Services, except that the classification of a service as “ancillary” shall not affect a Party’s obligation to provide such service under the Agreement.

“Applicable Law” is defined in section 3.1.

“Bill and Keep” means that neither Party will charge the other Party for transporting (on its side of the POI) or terminating Traffic that originates on the other Party's network. Instead, ILEC and CLEC will each recover from its own End Users the cost of both originating and transporting (to the POI) Local Traffic that it delivers to the other Party's network and transporting (from the POI) and terminating Traffic that it receives from the other Party's network, and shall have no right to receive compensation from the other Party for performing these functions so long as the Local Traffic between the Parties is approximately balanced as defined in Section 3.

“Billing Dispute” is defined in section 9.1.1.

“Calling Party Number” or “CPN” is a feature of Signaling System 7 (“SS7”) protocol whereby the 10-digit number of the calling party is forwarded from the End Office. CPN is also referred to as “Automatic Number Identification (“ANI”).

“Claim” is defined in section 7.4.

“CLASS (“Custom Local Area Signaling Service”) and Custom Features” means a grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single-line business customers (e.g., call waiting, call forwarding and automatic redial).

“Common Channel Signaling” or “CCS” means a special network, fully separate from the transmission path of the public switched network that digitally transmits call setup and network control data.

“Confidential Information” has the meaning set forth in §6.0 of the General Terms and Conditions.

“Contract Year” means a twenty-four (24) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

“CSR” means Customer Service Records of the applicable customer that includes CPNI for the customer.

“Customer” means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement. More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

“Customer Proprietary Network Information” or **“CPNI”** is as defined in the Act.

“Default” is defined in §4.4.

“Default Notice” is defined in §4.4.

“Discloser” means that Party to this Agreement which has disclosed Confidential Information to the other Party.

“Dispute Notice” is defined in section 9.1.

“EAS” means Extended Area Service as defined in ILEC’s tariffs.

“Effective Date” is the date as defined in General Terms and Conditions, Section 2 on which the Agreement shall become effective.

“End Office” means a CLEC or ILEC switching point where End User Customer station loops are terminated for purposes of Interconnection to each other and to the network.

“End User” means, whether or not capitalized, the residence, business or government subscriber that is the ultimate end user of services provided directly to such individual or entity by ILEC or CLEC. Such subscribers shall be physically located within the Rate Center within the ILEC’s Local Calling Area either directly or by means of a dedicated facility from the subscriber’s physical location to a location within the Rate Center (such as FX service).

“Enhanced 9-1-1” or **“E9-1-1”** – A general term that refers to an emergency telephone system with specific electronically controlled features such as ALI, ANI, or Selective Routing and that uses the MSAG geographic files.

“Exchange” is the geographic territory delineated as an exchange area for ILEC by official commission boundary maps.

“Exchange Access” is as defined in the Act.

“Foreign Exchange Traffic” or **“FX-Type Traffic”** means calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User’s station assigned that telephone number is physically located outside of that mandatory local calling area.

“ILEC Directories” means White Pages directories for which ILEC obtains publication.

“Implementation Team” means a group formed by the Parties that shall identify the standards, specifications and processes needed for implementation of this Agreement.

“Indemnifying Party” is defined in section 7.3.1.

“Indemnified Person” or **“Indemnitee”** is defined in section 7.3.1.

“Indemnified Person” means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 7.3.

“Indirect Interconnection” means network Interconnection between the Parties through a third party performing a transit function.

“Information Service” is as defined in the Act.

“Interconnection” is as defined in the Act.

“Internet Service Provider (ISP) Traffic” means traffic routed by an ILEC or CLEC to an Internet Service Provider.

“InterLATA” is as defined in the Act.

“IntraLATA Toll Traffic” all intraLATA calls other than Local Traffic calls.

“Joint Grooming Plan” is defined in Attachment 3, Section 3.6.

“Local Access and Transport Area” or “LATA” is as defined in the Act.

“Local Calling Area” means a geographic area within ILEC’s certificated area which may be physically dialed (originated) and connected (terminated) under the ILEC’s basic tariff service without a separate toll charge as defined in ILEC’s applicable local service tariff. Calling points available under Optional EAS and other such non-mandatory expanded local calling scope arrangements, including unlimited bundled service packages, are not considered to be within the Local Calling Area.

“Local ISP-Bound Traffic” is defined in Attachment 2, Section 3.2.2.

“Local Traffic” is defined in Attachment 2, Section 1.2.

“Local Service Provider” or “LSP” means a Telecommunications Carrier licensed by the PUC with the appropriate certification and authority necessary to provide Exchange Services.

“Local Service Request” or “LSR” means an industry standard form used by the Parties to add, establish, change or disconnect trunks, circuits and/or facilities associated with unbundled network elements.

“9-1-1 Service” means a universal telephone number which gives the public direct access to the PSAP. 911 calls from one or more local exchange switches serving a geographic area are selectively routed to the correct authority designated to receive such calls.

“Nomadic Traffic” means traffic to a particular NPA-NXX that originates from or terminates to a location other than at the End User service location located within the Rate Center assigned to and associated with such NPA-NXX.

“Operating Company Number” or “OCN” means nationally recognized company codes as assigned by NECA and set forth in Telcordia’s LERG that will be used as the official identification code for each company that provides local exchange telephone service.

“Parties” means ILEC and CLEC collectively.

“Party” means either ILEC or CLEC as applicable.

“Point of Interconnection” or “POI” is the mutually agreed upon point of demarcation where the networks of ILEC and CLEC interconnect for the exchange of Traffic as specified in Attachment 3, Section 2.0.

“Public Safety Answering Point” is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

“Rate Center” means the specific geographic point (“Vertical and Horizontal” (“V&H”) coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The “rate center point” is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive End User traffic to/from the particular NPA-NXX designations associated with the specific Rate Center.

“Recipient” means the Party to this Agreement, which has received Confidential Information from the other Party.

“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.

“Signaling System 7” or “SS7” means a signaling protocol used by the CCS network.

“Tax” includes all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges

“Telephone Exchange Service” means Local Traffic within the Local Calling Area.

“Telecommunications” is as defined in the Act.

“Telecommunications Carrier” is as defined in the Act.

“Telecommunications Service” is as defined in the Act.

“Termination” means the switching of Local Traffic at the terminating carrier's End Office switch, or equivalent facility, and delivery of such traffic to the called party premises.

“Territory” means the incumbent local exchange areas.

“Traffic” includes Local Traffic, EAS Traffic, Foreign Exchange Traffic, IntraLATA Toll Traffic, Transit Traffic, and Local Internet Service Provider (“ISP”)-Bound Traffic.

“Traffic Identifiers” is defined in Section 2.2 of Attachment 2.

“Transit Service Provider” means the Party whose network is transited by Transit Traffic.

“Transit Traffic” means the delivery of Local Traffic or ISP Bound Traffic by CLEC or ILEC originated and/or terminated by the End User of one Party and originated and/or terminated to a third party ILEC or CLEC over the interconnection trunks.

“VoIP” means voice over internet protocol technology.

“Work Locations” means any real estate that ILEC owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

ATTACHMENT 6:**ACRONYMS & INITIALISMS**

ASR	Access Service Request
CATS	Calling Card and Third Number Settlement System
CCS	Common Channel Signaling
CLASS	Custom Local Area Signaling Service
CLEC	Competitive Local Exchange Carrier
CMDS	Centralized Message Distribution System
CMRS	Commercial Mobile Radio System
CPN	Calling Party Number
CPNI	Customer Propriety Network Information
CSR	Customer Service Records
DA	Directory Assistance
EAS	Extended Area Service
FCC	Federal Communications Commission
FX	Foreign Exchange
ICS	Inter-Company Settlements
ILEC	Incumbent Local Exchange Carrier
ISDN	Integrated Digital Services Network
ISP	Internet Service Provider
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
LERG	Local Exchange Routing Guide
LNP	Local Number Portability
LSP	Local Service Provider
LSR	Local Service Request
MSAG	Master Street Address Guide
MOU	Minutes of Use
NANC	North American Numbering Council
NECA	National Exchange Carrier Association
NPA	Numbering Plan Area
NPAC	Number Portability Administration Center
OCN	Operating Company Number
POI	Point of Interconnection
PON	Purchase Order Number
PUC	Pennsylvania Public Utility Commission
SPNP	Service Provider Number Portability
SS7	Signaling System 7
TCAP	Transaction Capabilities Application Part
VOIP	Voice Over Internet Protocol or other Internet protocol-enabled

ATTACHMENT 7:**DIRECTORIES**

This Attachment 7: Directories sets forth terms and conditions with respect to the printing and distribution of White Pages directory in addition to the General Terms and Conditions.

1.0 Introduction

- 1.1 ILEC obtains the publication of White Pages directories ("ILEC Directories") from a third party publisher for geographic areas in which CLEC may also provide local exchange telephone service, and CLEC wishes to include listing information for its Customers in the appropriate ILEC Directories.
- 1.2 ILEC will include CLEC's Customer listings in the appropriate ILEC White Pages directory in accordance with § 2.0 Service Provided, as specified in this Attachment.
- 1.3 Any references in this Attachment to ILEC procedures, practices, requirements, or words of similar meaning, shall also be construed to include those of ILEC's contractors that produce directories on its behalf.
- 1.4 CLEC agrees to provide to ILEC or ILEC's publisher, either directly by CLEC or on behalf of CLEC's agent, as specified by ILEC any End User subscriber list information (including additions, changes and deletions) for its selected End Users of CLEC services, located within ILEC's operating areas that CLEC submits to be listed in the ILEC published directory for that area ("Selected End User"). It is the responsibility of CLEC to submit directory listings in the prescribed manner to ILEC prior to the directory listing publication cut-off date, which will be provided by ILEC to CLEC.
- 1.5 CLEC agrees to make yellow pages listings available to ILEC's yellow pages affiliate or vendor on the same purchase terms the listings are provided to independent yellow pages publishers.
- 1.6 In the event that CLEC publishes a directory that includes all or a portion of ILEC's service territory, then ILEC, at its option, may opt to participate in CLEC's directory at any time, in which case CLEC shall provide ILEC with the same rights and obligations as CLEC possesses under this Attachment and CLEC shall have the same rights and obligations as ILEC.

2.0 Service Provided

- 2.1 ILEC will include in appropriate White Pages directories the primary alphabetical listings of all CLEC Selected End Users located within the local directory scope.
- 2.2 At no charge to CLEC, ILEC agrees to include one basic White Pages listing (Standard Regular Listing, or "SRL") for each CLEC Selected End User located within the geographic scope of its White Page Directories and which Selected End User has been submitted for publication, and a courtesy yellow page SRL for each CLEC business Selected End User located within the geographical scope of its yellow page directories.
 - 2.2.1 A basic White Page listing is defined as a Selected End User name, address, zip code, and either the CLEC assigned number for a Selected End User or the number for which number portability is provided, but not both numbers. Basic White Pages listings of CLEC Customers will be inter-filed with listings of ILEC and other LEC Customers.
 - 2.2.2 ILEC agrees to provide CLEC's Selected End User's secondary White Page listings at the rate listed in the applicable General Exchange Tariff.

- 2.2.3 A courtesy yellow page Standard Regular Listing is applicable only to business classification Selected End Users and will include the same listing information contained in the Selected End User's White Page SRL, while positioned in the yellow pages under the appropriate business classified heading as provided by CLEC.
- 2.3 CLEC will furnish to ILEC subscriber listing information pertaining to CLEC Selected End Users located within the local directory scope, along with such additional information as ILEC may require to prepare and print the alphabetical listings of said directory.
- 2.4 CLEC will provide its individual Selected End User subscriber listing information, as described in section 1.4 ("End User Listing(s)"), to ILEC once annually in an Excel format thirty (30) days prior to the directory closeout date. The Selected End User Listings file shall be sent via email. The Selected End User Listings file will include, at a minimum; Selected End Username, address, telephone number with area code and a residence or business indicator. Business listings should also include the yellow pages classified heading (i.e., Beauty Salon) for the free SRL yellow page listing.
- 2.5 ILEC will bill CLEC annually at the rate set forth in Section 4.0 for directories delivered to CLEC Selected End Users that are published in ILEC's directory based upon the quantity of Selected End User Listings provided by CLEC to ILEC, in accordance with 2.4 above.
- 2.6 CLEC may purchase additional books from ILEC reserves, subject to availability, at the rate listed in Attachment 7 Section 4: Pricing. CLEC is responsible for the distribution of any purchased additional books. CLEC is responsible for coordinating the methodology of obtaining additional books from ILEC reserves and for any costs associated with obtaining additional books.
- 2.7 ILEC will deliver White Pages directories to CLEC Selected End Users. The timing of delivery and the determination of which White Pages directories will be delivered (by Selected End User address, NPA/NXX or other criteria), and the number of White Pages directories to be provided per Selected End User, will be provided under the same terms that ILEC delivers White Pages directories to its own Selected End Users.
- 2.8 ILEC will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be 1/8th page in size. In order to have such information published, CLEC will provide ILEC with its logo and information in the form of a camera ready copy, sized at 1/8th of a page. CLEC will be limited to a maximum of 1/8th of a page in any single edition of an ILEC White Pages directory.
- 2.9 The Parties shall cooperate so that yellow page advertisements purchased by Selected End Users who switch to CLEC as their local service provider (including Selected End Users utilizing CLEC-assigned telephone numbers and CLEC Selected End Users utilizing LNP) are provided in accordance with standard ILEC practices. Yellow page services will be offered to CLEC's Selected End Users on the same basis that they are offered to ILEC's Selected End Users. Such services will be provided through ILEC's yellow pages affiliate, its agent or assignee. CLEC agrees to be responsible for updating its own listings with its Directory Assistance ("DA") provider.
- 2.10 CLEC will identify any End Users that are "non-published" or unlisted Customers.

3.0 **Limitation Of Liability And Indemnification**

- 3.1 ILEC will not be liable to CLEC for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of the White Pages services, including any and all associated equipment and data processing systems, unless said losses or damages result from ILEC's gross negligence or willful or wanton or intentional misconduct. Any losses or damages for which ILEC is held liable under this Agreement to CLEC, shall in no event exceed the amount of the charges billed to CLEC for White Pages services with respect to the period beginning at the time

notice of the error, interruption, defect, failure, or malfunction is received by ILEC to the time service is restored.

3.2 CLEC agrees to defend, indemnify, and hold harmless ILEC from any and all losses, damages, or other liability that ILEC may incur as a result of third party claims, demands, or wrongful death actions that arise out of CLEC's Selected End User Customers' use of the White Pages services, or the negligence or wrongful act of CLEC except to the extent any such losses, damages or other liability is based from ILEC's gross negligence or willful misconduct. CLEC will assert its tariffed or contractual limitation of liability to the benefit of both Parties.

3.3 CLEC agrees to release, defend, indemnify, and hold harmless ILEC from any third party claims, demands, or suits with respect to any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by ILEC employees or equipment associated with provision of the White Pages services, except to the extent any such losses, damages or other liability is based on or results from ILEC's gross negligence or willful misconduct. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with White Pages services.

4.0 Pricing

4.1 Pricing:

4.1.2 Directory / Phonebook charge for net quantity of ports: \$13.30 per number per year

4.1.2 Directory/Phonebook charge for reserve or subsequent directories: \$13.30 per book

4.2 Directory charges are subject to change annually.

ATTACHMENT 8:**NUMBER PORTABILITY****1.0 Service Provider Number Portability ("SPNP")**

1.1 The parties acknowledge that ILEC has implemented number portability throughout its service areas. Upon receipt of a Bona Fide Request for SPNP from the other Party, each Party shall implement number portability without delay and as required by Applicable Law.

2.0 Local Number Portability

2.1 LNP means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability or convenience when switching from one Telecommunications Carrier to another. Under this arrangement, the new Telecommunications Carrier must directly provide Telephone Exchange Service to the End User porting the telephone number. In order for a port request to be valid under this Agreement, the End User must retain the original number at the same location and be served directly by CLEC or ILEC requesting the port.

2.2 The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC"). The applicable charges for LNP query (e.g. N-1), routing, and transport services shall be billed in accordance with each Party's applicable tariff.

2.3 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.

2.4 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.

2.5 CLEC shall submit orders to ILEC to port numbers electronically using an LSR/CSR via the ILEC web Graphical User Interface ("GUI") pursuant to the instructions, business rules, charges and guidelines set forth on the Consolidated Communication LNP GUI application. CLEC shall complete ILEC's Trading Partner Profile ("TPP"), which will allow CLEC to access ILEC's online porting tool. ILEC's TPP is available at: <https://www.consolidated.com/support/terms-policies/wholesale-carrier-services>. ILEC shall complete a similar TPP at the request of CLEC. CLEC shall provide ILEC with a mutually agreeable process to issue LSR/CSRs to CLEC.

3.0 Coordination of Transfer of Service

3.1 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. In addition, the Parties agree to follow the LNP ordering procedures established at the Ordering and Billing Forum. The Parties shall provide LNP on a reciprocal basis.

3.2 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.

- 3.3 Each Party will accept local number portability requests from the other Party for a Customer which could include multiple telephone numbers so long as the request has one terminating address.
- 3.4 The Party porting a number to the other Party will not disconnect service to the applicable Customers transferring service until at least twenty-four hours after the numbers have been ported.

4.0 **Obligations Of Both Parties**

- 4.1 Each Party will be certified with the applicable regional Number Portability Administration Center (“NPAC”) prior to requesting SPNP from the other Party.
- 3.2 Each Party must advise the NPAC of telephone numbers that it imports and the associated data identified in industry forums as is required for SPNP.
- 3.3 Each Party shall conform to NANC guidelines and LERG administration rules in its request for opening an NPA-NXX for portability.
- 3.4 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 shall be released back to the LSP owning the switch in which the telephone number’s NXX is native.
- 3.5 The Parties shall conform to industry guidelines referenced herein in preparing their networks for SPNP and in porting numbers from one network to another.
- 4.6 The Parties shall perform all standard SPNP intra-company testing prior to scheduling intercompany testing between the Parties’ interconnected networks.
- 4.7 Each Party shall designate a single point of contact to schedule and perform required tests. These tests shall be performed during a mutually agreed time frame and must conform to industry portability testing and implementation criteria in force in the NPAC region.

5.0 **Limitations Of Service**

- 5.1 There shall be no locational porting of numbers. Telephone numbers shall be ported only within PUC approved ILEC rate centers.
- 5.2 ILEC and CLEC porting rate center areas must comprise of identical geographic locations and boundaries.
- 5.3 Telephone numbers associated with ILEC Official Communications Services NXXs shall not be ported.
- 5.4 Telephone numbers in NXX dedicated to choke networks shall not be ported.

ATTACHMENT 9:
ENHANCED 9-1-1 SERVICE

1.0 **9-1-1 Rules**

1.1 CLEC shall adhere to the rules applicable to the provisioning of 9-1-1 emergency services as defined by the Commission on State Emergency Communications (CSEC).

2.0 **24 Hour Contact Information**

2.1 CLEC shall contact each Public Safety Answering Point in the respective exchanges or communities where CLEC will be providing local service in order to provide 24 hour contact information and NENA company ID.

3.0 **9-1-1 Surcharge**

3.1 CLEC shall coordinate with 9-1-1 system management surcharge end-user billing and remittance to 9-1-1 system management.