

WEIKLE & Co.

Via eFiling

December 9, 2022

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
PO Box 3265
Harrisburg, PA 17105-3265

RE: Joint Filing of Armstrong Telephone Company and Barr Tell USA, Inc. for
Approval of an Interconnection Agreement, Docket No. _____

Dear Secretary Chiavetta:

This is a joint filing of Armstrong Telephone Company and Barr Tell USA, Inc., for approval of an Interconnection Agreement. The Interconnection Agreement was signed on November 29, 2022. It will be effective upon Commission approval.

A notice of this filing is being made to Barr Tell USA, Inc.

If there are any questions, I can be reached at 704-699-9451.

Sincerely,

/s/ Jerry Weikle

Jerry Weikle
Consultant to Armstrong Telephone Company

cc: Tom Wilson

INTERCONNECTION AGREEMENT

By and Between

Armstrong Telephone Company

(a Pennsylvania corporation)

and

Barr Tell USA, Inc.

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INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
BETWEEN
Armstrong Telephone Company
(a Pennsylvania corporation)
AND
Barr Tell USA, Inc.

THIS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT (the "Agreement") is made by and between Armstrong Telephone Company ("Company"), an Incumbent Local Exchange Carrier certificated in the state of Pennsylvania, (the "State") and Barr Tell USA, Inc., with its corporate office located at 218 East Park Avenue, Suite 522, Long Beach, NY 11561-3521, a Competitive Local Exchange Carrier, on behalf of itself and its operating affiliates in the State ("Barr Tell"), and shall be deemed effective upon Commission approval, ("Effective Date"). This Agreement may refer to either Company or Barr Tell as a "Party" or collectively as the "Parties."

In consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GENERAL

- A. Company is authorized to provide local exchange services in the State.
- B. Barr Tell is a registered provider of competitive local exchange services in the in the State.
- C. The Parties enter into this Agreement to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral.
- D. This Agreement establishes the methodology for the exchange of and compensation for Traffic (as defined herein) destined to TNs associated with OCNs of either Barr Tell, Barr Tell Customer, or Company and exchanged via direct or indirect interconnection trunks. This Agreement also establishes the methodology for the exchange of and compensation for Traffic originated on the network of a third-party carrier that transits Barr Tell's network and is delivered by Barr Tell to Company for termination.
- E. This Agreement supersedes and terminates all previous agreements between Company and Barr Tell (including any of its operating Affiliates) governing the exchange of local traffic between local exchange carriers.

2. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section:

- A. “Act” – The Communications Act of 1934 (47 U.S.C. § 151 *et. seq.*) as amended, including without limitation by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission (the “FCC”).
- B. “Affiliate” – A person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term “own” means to have an equity interest (or the equivalent thereof) of equal to or more than 10 percent.
- C. “Commission” means the Pennsylvania Public Utility Commission.
- D. “Customer” means a retail residential or business end user subscriber to telephone exchange services provided directly or indirectly by either of the Parties. A Customer may also be a retail provider that directly provides telecommunications services to its end users or may be a wholesale telecommunications services provider Customer of Barr Tell.
- E. “Direct Interconnection Facilities” – Dedicated two-way transport facilities installed between Company’s switch (or its equivalent) and Barr Tell’s switch.
- F. “Exchange Area” means a geographic area defined by the FCC for the provision of Telephone Exchange Service.
- G. “Interexchange Carrier” – A telecommunications carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.
- H. “Internet Service Provider Bound Traffic” or “ISP Bound Traffic” means traffic delivered to a provider of Internet Services and which is subject to the Federal Communications Commission’s (“FCC’s”) Order on Remand and Report and Order, FCC 01-131, CC Dockets No. 96-98 and 99-68 as modified or amended.
- I. “IntraMTA Traffic” is Commercial Mobile Radio Services (“CMRS”) traffic that 1) originates on or transits one Party’s network, 2) terminates on the other Party’s network, and 3) at the beginning of the call originates and terminates in the same MTA.
- J. “Local Internet Traffic” is ISP Bound Traffic that is originated and dialed by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP.

- K. “Local Traffic” – Telecommunications traffic that is originated by an end user of one Party or, its Wholesale Customer, and terminates to an end user of the other Party, or its Wholesale Customer, within the Company’s applicable local calling area as defined by the Company’s effective local exchange tariff(s), including mandatory local calling scope arrangements established and defined by the Commission.
- L. “Local VoIP Traffic” means VoIP-PSTN Traffic that originates and terminates within the geographic boundaries of the Local Calling Area as such local calling area is determined by the applicable state commission. For rating purposes, Local VoIP traffic will be determined based upon a comparison of the called from and called to numbers.
- M. “MTA” – Major Trading Area as defined in 47 C.F.R. § 24.202(a).
- N. “Nomadic Traffic” – Traffic originated from an Internet protocol device other than at the End User’s service location.
- O. “Non Local Traffic” has the meaning of; (1) interstate or intrastate Exchange Access or exchange services for Exchange Access; (2) intraLATA or interLATA Toll Traffic, including but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (3) Optional Extended Local Calling Area Traffic; (4) Tandem Transit Traffic.
- P. “Numbering Partner” has the meaning of a carrier from which an interconnected VoIP provider obtains numbering resources. A Numbering Partner must be authorized to receive numbers from NANPA, and has responsibility to comply with the FCC numbering rules, including LNP requirements.
- Q. “Telecommunications Service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- R. “Telephone Exchange Service” shall have the meaning set forth in 47 U.S.C. Section 153 (47) of the Act.
- S. “Traffic” means IntraMTA Traffic, Local Traffic, Local VoIP Traffic.
- T. “Virtual NXX (“VNXX”)” is the assignment of one or more local telephone numbers to a Customer with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the Customer’s actual physical premises location.
- U. “VoIP-PSTN Traffic” means voice communications traffic which is exchanged between Party’s Customer and a Customer of the other Party in Time Division Multiplexing (“TDM”) format that originates and/or terminates in Internet Protocol (“IP”) format, as determined in Docket No. 01-92, In the Matter of Developing a

Unified Intercarrier Compensation Regime, effective December 29, 2011 (“FCC Order” or “Order”), and terminates to a Party’s Customer.

- V. “Wholesale Customer” means a third party carrier that purchases telecommunications services from either of the Parties and combines those services with its own capabilities or functionalities to offer its own services to retail customers. By way of example, a provider of interconnected Voice over Internet Protocol service (as that term is defined in the regulations of the FCC) shall be considered a Wholesale Customer for purposes of this Agreement.

3. TERM OF THE AGREEMENT

- A. The Initial Term of this Agreement shall be two (2) years, beginning on the Effective Date.
- B. Absent the receipt by a Party of written notice from the other Party at least ninety (90) days prior to the expiration of the Initial Term to the effect that such Party does not intend to extend the Initial Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Initial Term on a year-to-year basis.
- C. If pursuant to Section 3B, above, this Agreement continues in full force and effect after the expiration of the Initial Term, either Party may terminate this Agreement ninety (90) days prior to the expiration of any renewal term as reflected in Section 3B and after delivering written notice to the other Party of its intention to terminate this Agreement.
- D. In the event of default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days or such other time period as the Parties may agree is reasonable under the circumstances after written notice thereof. Default is defined to include:
 - (1) A Party’s insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
 - (2) A Party’s material breach of any of the material terms or conditions hereof, including the failure to make any undisputed payment when due.
- E. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

- F. If upon expiration or termination of this Agreement other than pursuant to Section 3D above, the Parties are negotiating a successor agreement, during such negotiation period each Party shall continue to perform its obligations and provide the services described herein under this Agreement until such time as the successor agreement becomes effective. The Parties expressly agree that the rates, terms, and conditions of the successor agreement shall be retroactive back to the date of termination of this Agreement or such other time period as the Parties may agree, such that all payments made from the date of termination of this Agreement to the effective date of the successor agreement shall be true-up to comply with the rates, terms and conditions of the successor agreement.

4. COMPENSATION

- A. As of the Effective Date of this Agreement, the Parties agree to treat Local Traffic as bill and keep. This Agreement only applies to Local Traffic, Local VoIP Traffic, and ISP-Bound Traffic as defined herein.
- B. Neither Party will deliver Non-Local Traffic or switched access traffic to the other Party over the traffic exchange trunk groups. Should either Party deliver Non-Local Traffic or switched access traffic over the Traffic Exchange Trunk Groups, it shall constitute a breach of this Agreement. In the event that a Party delivers Toll Traffic over the Traffic Exchange Trunk Group, such traffic shall be subject to full switched access charges pursuant to the terminating Party's effective applicable intrastate or interstate tariffed rates, and the Party delivering the Non-Local Traffic shall pay the tariffed access charges as billed by the receiving Party.
- C. For avoidance of doubt, all Traffic exchanged under this Agreement shall be rated based upon the derivation of jurisdiction by a comparison of the called from number to the called to number.
- D. The terms of compensation for Local traffic and Local Internet Traffic do not apply to the following; (1) interstate or intrastate Exchange Access or exchange services for Exchange Access; (2) intraLATA or interLATA Toll Traffic, including but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (3) Optional Extended Local Calling Area Traffic; (4) Tandem Transit Traffic; and (5) any interMTA or intraMTA traffic. The terms of compensation for Local Traffic and Local Internet Traffic do not apply to Virtual NXX traffic.
- E. Each Party shall pass CPN information on at least ninety-five percent (95%) of calls carried over the Traffic Exchange Trunks.

- (1) If the Originating Party passes CPN on ninety-five percent (95%) or more of its calls, the Receiving Party shall determine traffic type by comparing the CPN to the called number. The 5% or less which does not carry the CPN shall be billed at intrastate access rates.
- (2) If the Originating Party fails to pass CPN on ninety-five percent (95%) or more of its calls, all traffic shall be billed at intrastate access rates.

5. METHODS OF INTERCONNECTION

- A. The Parties may interconnect directly or indirectly for the exchange of Local traffic. For direct interconnection, the Point of Interconnection ("POI") shall be at the Company's end office switch.
- B. For direct interconnection, each Party will be responsible for the engineering, construction, and maintenance of its own network facilities on its side of the POI.
- C. Each Party shall make available to the other Party trunks from the POI over which the originating Party can deliver Local Traffic for termination to end users of the other Party, or end users of a Party's Wholesale Customer, ("Traffic Exchange Trunk Groups"). The Traffic Exchange Trunk Groups will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties.

6. BILLING

Charges and Payment

- A. Each Party shall pay undisputed amounts within ninety (90) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day. Invoices shall be sent to:

Armstrong Telephone Company-
One Armstrong Place
Butler, PA 16001

Barr Tell USA, Inc.
218 East Park Ave., Suite 522
Long Beach, NY 11561-3521

Email: ccurtis@agoc.com

E-mail: accounting@barrtell.com

or such other address as the Parties may designate to one another on at least thirty (30) days prior written notice. If a Party does not receive a bill at least twenty (20) days prior to the due date, then the bill shall be considered delayed. When the bill has been delayed, the billed Party may request an extension of the payment due date, equal to the number of days the bill was delayed. Such requests for a delay of the payment due date must be in writing and accompanied with proof of late bill receipt.

- B. All charges under this Agreement shall be billed within two (2) years from the time the charge was incurred; previously unbilled charges more than two (2) years from the time the charge was incurred shall not be billed by either Party, and shall not be

payable by either Party. Nothing in this subsection shall affect the right of a Party to contest inaccurate invoices to the extent provided under law.

- C. If no previous interconnection agreement exists between the Parties, there shall be no liability or billing for services otherwise subject to this Agreement but provided prior to the Effective Date of this agreement. If a previous interconnection agreement exists between the Parties, then the terms and conditions of this Agreement shall relate back to the date of termination of the previous agreement, and the Parties shall true-up all payments made from the date of termination of the previous agreement to the Effective Date of this Agreement.
- D. Invoices between the Parties shall be clearly organized and charges must be accompanied by a brief, clear, non-misleading description of the service or services rendered including the minutes of use, the rate applied, and whether the charge is for facilities or usage. Invoices not complying with this section shall not be paid until re-issued in the proper format.
- E. The Billing Party will send monthly invoices to the receiving Party within ten (10) calendar days from the date of the invoice.
- F. Each party has ninety (90) days after receipt of an invoice to submit a dispute, in writing, detailing the objections to any charges. All undisputed billed amounts not paid by the due date shall accrue late payment charges at the lesser of (1) 1.5% per month, or (2) the maximum rate allowed under applicable law. Failure to pay all undisputed billed amounts within sixty (60) days shall constitute a material breach of this Agreement, subject to remedies as set forth in Section 3(D) herein.
- G. Parties may dispute paid amounts within two (2) years of the invoice date.

7. INTERCONNECTION

A. General

- (1) This Section sets forth specific terms and conditions for network interconnection arrangements between Barr Tell and Company for the purpose of the exchange of Local Traffic that is originated by an end user of one Party, or the end user of a Customer, and is terminated to an end user of a Customer of the other Party physically located in the same Exchange Area, where each Party, either directly or indirectly, provides Telephone Exchange Service to the end user Customer end user.
- (2) This Section also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of wireline telecommunications traffic between the respective End Users of the Parties, or Customers of the Parties, and the compensation for such facilities and traffic exchanged.

- (3) Both Parties acknowledge that toll traffic will be routed in accordance with Telcordia Traffic Routing Administration Instructions and is not governed by this Agreement. Traffic that is exchanged through an Interexchange Carrier (IXC) is not covered under this Agreement. Any traffic that is not Local/ EAS Traffic will be considered toll traffic and subject to access tariffs.

B. Responsibility for Traffic

- (1) Barr Tell is responsible for all originating traffic that Barr Tell delivers to Company including but not limited to voice traffic, ISP-Bound Traffic and toll traffic. Barr Tell shall not provision any of its services in a manner that permits the circumvention of applicable switched access charges. Each Party agrees to be responsible for and pay its portion of the interconnection facilities, and all reciprocal compensation and access charges associated with all traffic that such Party terminates to the other Party. Each Party is the sole responsible party with respect to all traffic terminated by such Party to its end users.
- (2) Due to the advancement of IP technology and applications available, services have become more mobile. Because of this, the Parties agree that traffic originating from or terminating to an Internet protocol (IP) device other than at the end user's service location (Nomadic Traffic) provided by either Party will be incidental. If either Party believes that the majority of the other Party's traffic is Nomadic Traffic, then the Parties can conduct audits or take other commercially reasonable steps to verify that the other Party is not provisioning any of its services to intentionally circumvent applicable switched access service charges. If either Party intends to send primarily Nomadic Traffic then such Party shall notify the other Party in writing within sixty (60) days to amend the Agreement.
- (3) The delivery of traffic that has had calling party or local routing number stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned ("Misclassified Traffic") by the originating Party is prohibited under this Agreement.
- (4) Each Party shall take all reasonable steps to correct the causes of misrouted toll traffic, misidentified traffic, Misclassified Traffic and unclassified Traffic. Such traffic shall be rerouted to toll trunk groups and properly identified. This obligation applies during the pendency of a dispute.
- (5) In the event of a dispute with regard to Misclassified Traffic, upon thirty (30) days written notice, each Party shall have the right to audit the other Party's records to ensure that no traffic is misrouted, misclassified, or is otherwise in circumvention of access charges. Both Parties shall cooperate

in providing the records required to conduct such audits. Upon request, the audited Party will cooperate in identifying the physical location of the end user originating or terminating the call. No Party shall have the right to conduct an audit more than one time in a consecutive six-month period.

- (6) If an independent auditor is to be engaged for an audit, the Parties shall select an auditor by the thirtieth (30th) day following Audited Party's receipt of a written audit notice. The auditing party shall cause the independent auditor to execute a nondisclosure agreement in a form agreed upon by the Parties.

C. Physical Connection

- (1) For Direct Interconnection Facilities, the Parties agree to physically connect their respective networks, at point(s) of interconnection ("POI(s)") so as to furnish Local Traffic between Company end users of the Parties or their Customers, and Barr Tell, or Barr Tell's Customer or Customer of either Party, end users only in the Company's Exchange Areas, attached hereto and incorporated herein for all purposes. This Agreement is expressly limited to the transport and termination of Local Traffic originated by and terminated to end users of the Parties, or their Customers, to this Agreement, at the POI(s) that is identified in the Local Exchange Routing Guide ("LERG").
- (2) Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The dedicated interconnection facilities shall meet the Telcordia BOC Notes on LEC Network Practice No. SR – TSV – 002275.
- (3) Barr Tell and Company may utilize existing or new wireline Direct Interconnection Facilities for the mutual exchange of Local Traffic and toll traffic. If both Local Traffic and toll traffic share the same transport facility, the toll traffic must be on a separate trunk group and must be routed according to the LERG. End office switches shall not be used to switch toll calls to a different end office. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction as provided in Section 4.B.
- (4) For Direct Interconnection Facilities, there shall be a minimum of one (1) POI between the Party's networks.

D. Indirect Interconnection

- (1) For indirect interconnection, the Parties may choose to send each other indirect traffic by connecting to a third party intermediary carrier that provides connectivity between the Parties ("Transit Traffic"). In such a

case, the third-party intermediary carrier would route to Local Traffic originated by a Customer of Barr Tell or the Company and destined for Barr Tell or the Company's Customers. For purposes of exchanging indirect traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for indirect traffic. Indirect interconnection between the Parties shall only be allowed to the extent such Parties are interconnected at the third party intermediary tandem switch. Indirect interconnection will provide the parties with access to the other Party's end users or Customers for local and toll service purposes. Notwithstanding any other provision to the contrary, when either Party determines that the volume of traffic exchanged between the Parties warrants a direct interconnection (which for purposes of this Agreement shall mean an average of 250,000 two-way minutes of use over a consecutive three-month period), a direct interconnection will be established. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services. Until indirect traffic exceeds a DS1, each Party is responsible for the payment of their originating traffic transit charges assessed by the transiting party.

(2) Intentionally Omitted

E. Trunk Types

(1) Local Interconnection Trunks

- (i) The Parties will establish a local trunk group for the exchange of Local Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate InterLATA toll traffic or originate untranslated traffic to service codes (e.g., 800, 888) over Local Interconnection Trunks.
- (ii) Both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.

F. Direct End Office Trunks

- (1) Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic between Barr Tell's switch and Company's End Office and are not switched at a local tandem loc Barr Tell on. Barr Tell shall establish a two-way Direct EO Trunk Group when actual or projected End Office Local Traffic requires twenty-four (24) or more DS0 trunks. Once provisioned, traffic from Barr Tell to Company must be redirected to route to the Direct EO Trunk.

- (2) All traffic received by Barr Tell on the Direct EO Trunk from Company must terminate in the End Office, i.e., no tandem switching will be performed in the End Office.

G. Toll Trunks

- (1) Toll traffic shall not be routed on the Local Interconnection Trunks. Separate trunk groups for such toll traffic must be established on the Direct Interconnection Facility. Standard access compensation arrangements from Company's respective tariffs will apply to traffic terminated over the toll trunks.
- (2) Barr Tell shall route appropriate traffic to the respective Company switches on the trunk groups as specified in this Section 7.

H. Other Trunk Types: 911 Trunks

- (1) Company is not the 911 service provider serving the PSAP and each party makes their own 911 arrangements and ALI database updates.

I. Fiber Connection

- (1) Company may connect to the POI using a direct fiber connection when feasible.

J. Facilities

- (1) The Parties will mutually agree on the appropriate sizing of the transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. Barr Tell will order trunks in the agreed-upon quantities via an Access Service Request ("ASR")
- (2) If Barr Tell's request requires Company to build new facilities other than to the POI identified on Attachment 3 hereof (e.g., install new fiber), Barr Tell will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.
- (3) Interface Types. If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties.

K. Programming:

- (1) It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. Any new Company or Barr Tell NPA-NXX or NPA-NXXX codes properly assigned under wireline guidelines and rules to the Company's exchanges shall be part of this Agreement.

L. Equipment Additions.

- (1) With the exception of equipment required for initial interconnection, where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

8. SS7

- A. Company will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent RLEC provides ANSI optional parameters for its own use, Company shall provide the same to Barr Tell for Barr Tell's review.
- B. Company shall support 64 Kbps clear channel where it provides such capability to its end users.
- C. Either Party may choose to select a signaling vendor for purposes of providing signaling.
- D. Company agrees to provide Carrier Identification Parameter (CIP) within Barr Tell's SS7 call set-up signaling protocol at no charge.

9. NETWORK DESIGN AND MANAGEMENT

- A. The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. Parties will provide written notice to the other party of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
 - (1) Each Party shall provide to the other's surveillance management center a twenty-four (24) hour seven days per week contact number for network

traffic management issues. An email address must also be provided to facilitate event notifications for planned mass calling events.

- (2) Each Party has the duty to alert the other to any network events that can result or have resulted in material service interruption, blocked calls, or negative changes in network performance.
- B. Neither Party will charge un-tariffed rearrangement, reconfiguration, disconnection, termination, or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network interconnection arrangement contained in this Agreement.
- C. The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing.
- D. Company will process Barr Tell maintenance requests at no less than parity with the manner in which Company processes its own maintenance requests or maintenance requests of its affiliates.
- E. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.
- F. In the case of direct interconnection, each Party is responsible for the transport of originating calls from its network to the relevant, mutually agreed upon POI, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

10. FACILITIES COMPENSATION

- A. For Direct Interconnection Facilities, Barr Tell may utilize a Fiber Connection, lease facilities from Company, provide its own facilities or lease facilities from a third party to reach the POI.
- B. Each Party shall be responsible for all costs of the Direct Interconnection Facilities on its side of the POI. Each Party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.
- C. If Barr Tell chooses to lease Direct Interconnection Facilities from the Company to reach the POI, Barr Tell shall compensate Company for such leased Direct Interconnection Facilities used to interconnect with Company's network for the transmission and routing of Local Traffic at the rates contained in the appropriate tariff.

- D. Barr Tell may use a third-party carrier's facilities for purposes of establishing interconnection with Company. Barr Tell shall be responsible for the payment to any third-party carrier for any charges associated with the interconnection facilities.
- E. In the event Company is required to modify its network to accommodate the interconnection request made by Barr Tell, Barr Tell agrees to pay Company reasonable charges for such modifications.

11. LOCAL NUMBER PORTABILITY

Both Parties shall abide by the rules and regulations of the Federal Communications Commission and applicable state public utility commission rules and regulations to port numbers from and to each other.

12. LIMITATION OF LIABILITY

- A. Except as otherwise provided for in this paragraph, neither Party shall be liable to the other Party for any indirect, incidental, consequential, reliance, punitive, or special damages suffered by the other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by the other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation gross negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. In no event shall either Party's liability to the other for direct damages arising out of (1) a material breach of this Agreement, or (2) activities related to or involved in performance under this Agreement (whether such alleged damages in this second category arise in contract or tort) shall not exceed an amount equal to the proportionate charge for the affected service(s) during the period in which damages occurred. If that standard is not applicable, such damages shall not exceed the total amount billed under this Agreement (during the calendar year(s) in which the damage occurred) by the damaged Party to the other Party. The foregoing shall not limit a Party's obligation as set out in this Agreement to indemnify, defend, and hold the other Party harmless against amounts payable to third parties.
- B. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

13. INDEMNITY

- A. Each Party shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the other Party's grossly negligent acts or omissions under this Agreement, or arising from the other Party's intentional misconduct under this Agreement, including without limitation: 1) claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other Party's own communications; 2) all other claims arising out of an act or omission of the other Party.
- B. As to all indemnification obligations throughout this Agreement, the indemnifying Party agrees to (a) defend, or at its option settle, any claim or suit against the indemnified Party as agreed to herein; and (b) pay any final judgment entered against the indemnified Party on such issue or any settlement thereof. The indemnified Party above: (i) must notify the other Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent that the other Party is prejudiced thereby; (ii) must provide all information and assistance as reasonably requested by, and at the expense of, the other Party in connection with the conduct of the defense and settlement thereof; and (iii) may participate in such defense or settlement with its own counsel at its sole expense, but without control or authority to defend or settle. The indemnifying Party shall not take any action, which unreasonably exposes the indemnified Party to a risk of damages, which would not be covered by such indemnity, and may not settle any matter without the prior written consent of the indemnified Party, which shall not be unreasonably withheld.
- C. Notwithstanding anything to the contrary in any agreement between the parties, no indemnification shall arise as to claims that are paid by the indemnified Party without the express written consent of the indemnifying Party, which consent will not be unreasonably withheld, conditioned or delayed.

14. TAXES

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or net income.

Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from taxes, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax exemption. Failure to provide the tax exemption certificate will result in no exemption being available to the purchasing Party until it is provided.

Some Taxes and fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service by Company.

15. MODIFICATION OF AGREEMENT

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

16. INTELLECTUAL PROPERTY

Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark, service mark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of Barr Tell to ensure, at no separate or additional cost to Company, that Barr Tell has obtained any necessary licenses (in relation to intellectual property of third parties used in Barr Tell's network) to the extent Barr Tell's own use of facilities or equipment (including software) in the provision of service to Company's end-user customers.

17. CONFIDENTIAL INFORMATION

The Parties to this Agreement recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data, including this Agreement, as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party. A Party may request a nondisclosure agreement of the other Party under this section.

18. TRADEMARKS

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

19. RIGHT TO PARTICIPATE

Both Parties reserve the right to participate in regulatory and other proceedings.

20. RURAL TELEPHONE COMPANY

The Parties acknowledge that RLEC is entitled to maintain that it is a rural telephone RLEC (as defined in 47 U.S.C. 153) as provided by 47 U.S.C. 251(f). By entering into this Agreement, RLEC is not waiving its right to maintain that it is a rural telephone RLEC and its right to maintain that it is exempt from § 251(c) under 47 U.S.C. 251(f) of the Act.

21. MISCELLANEOUS

A. COMPLIANCE WITH LAW

The Parties shall comply with any applicable orders, rules or regulations of the FCC, Commission and federal and state law during the term of this Agreement.

B. FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from circumstances outside of that Party's reasonable control, including, without limitation, acts of God, civil or military authority, acts of public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, electric power outages, government regulation, acts of government, strikes, lockouts or other work interruptions by employees or agents not within the reasonable control of the non-performing Party.

C. CHANGE OF LAW

In the event that any final and non-appealable legislative, regulatory, judicial, or other legal action materially affects any material terms of this Agreement, either Party may, on thirty (30) days written notice require that such Agreement, or such terms thereof be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action.

D. PARTICIPATION IN REGULATORY AND OTHER PROCEEDINGS

By entering into this Agreement, neither Party waives its right or ability to participate in any regulatory, judicial, or legislative proceedings regarding the proper interpretation and/or application of the Act, including interpretation and/or application that may differ from the terms contained within this Agreement.

E. WAIVERS

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

F. ASSIGNMENT

A Party may not assign this Agreement other than to an Affiliate without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. A Party may, however, assign this Agreement, or any portion thereof, without prior written consent to any entity which controls, is controlled by or is under common control with the assigning Party by providing written notice. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties, under the terms of this Agreement. Request for written consent must be given at least sixty (60) days in advance of the proposed assignment.

G. SEVERABILITY

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any Party's ability to continue to perform its material obligations hereunder, the Parties shall immediately begin negotiations of new provisions to replace the severed provisions.

H. AUTHORITY

The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies.

I. SURVIVAL

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, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

J. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the state in which state commission approval is obtained, the Act and other applicable federal law.

K. FILING OF AGREEMENT

Upon execution, Company shall file this Agreement with the Commission pursuant to the requirements of Section 252 of the Act.

L. NOTICES

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested with a scanned version via email to the following addresses of the Parties:

Armstrong Telephone Company-
One Armstrong Place
Butler, PA 16001

With a copy to:

Attn: Legal Department
One Armstrong Place
Butler, PA 16001

Barr Tell USA, Inc.
218 East Park Ave., Suite 522
Long Beach, NY 11561-3521

With a copy to:

452 Broadway
Brooklyn, NY 11211

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; or (iii) three (3) days after mailing in the case of certified U.S. mail.

M. RELATIONSHIP OF PARTIES

It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

N. NO THIRD-PARTY BENEFICIARIES

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. Nothing in this Agreement shall be construed to prevent Company from providing services to or obtaining services from other carriers.


O. ENTIRE AGREEMENT


This constitutes the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified in writing signed by an officer of each Party.

P. CONFLICT WITH TARIFFS

In the event of any conflict between the language of this Agreement and the language of an applicable tariff, this Agreement shall control.

This Agreement is executed as dated below.

Armstrong Telephone Company
By: 
Name: Jeffrey A. Ross
Title: President
Date: 11/29/22

Barr Tell USA, Inc.
By: 
Name: Harold Barr
Title: President
Date: 11/15/2022

ATTACHMENT 1

DIRECTORY LISTINGS

1. DIRECTORY LISTINGS

- A. Neither Party shall have any responsibility to the other or to any end user served by the other Party to provide operator services, directory assistance, or directory listings, including white or yellow pages; provided however that if either Party elects to publish its own directory during the term of the Agreement, it shall extend to the other Party the opportunity to include the other Party's customer listings in the directory on reasonable terms and conditions.
- B. Barr Tell will work directly with a third-party publisher in order to make its directory listings available to any and all publishers. Any charges for directory listings or distribution will be between Barr Tell and publisher.

ATTACHMENT 2

911/E911

1. INTRODUCTION

This Attachment sets forth terms and conditions that shall apply for 911 (E911) arrangements.

2. 911 SERVICE

- A. 911 Arrangements are arrangements for routing 911 calls from a Party's Customers to the appropriate Public Safety Answering Point ("PSAP"), passing certain customer information for display at the PSAP answering station based on the class of 911 service (Basic 911 or E911) deployed in the area.

- B. As of the Effective Date of this Agreement, the Company is not the 911 service provider serving the PSAP and each party is solely responsible for making their own 911 Arrangements to connect to the current 911 service provider and for making updates on a timely basis to the ALI database for their respective Customers. In the event that Company becomes the 911 service provider for any exchange where Barr Tell is providing service under this Agreement, Company will provide Barr Tell advance notice and the Parties agree to negotiate terms to amend this Agreement for the provision of 911 Arrangements by Company to Barr Tell.

ATTACHMENT 3

PRICING

General. The rates contained in this Attachment are the rates as referenced throughout this Agreement, are reciprocal, and are subject to change as a result of filings to state and federal commissions, or state and federal commission rulings and proceedings.

Transport and Termination Charge

Local Traffic, Transport, and Termination	Bill and Keep
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Service Order Charge

Local Service Request (LSR) Order Charge	\$15.00
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Resale Discount Percentage	12%
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ATTACHMENT 4

RESALE

1. General

1.1 Company shall provide to Barr Tell in accordance with this Agreement (including, but not limited to, Company's applicable Tariffs) and the requirements of Applicable Law, Company's Telecommunications Services for resale by Barr Tell; provided, that notwithstanding any other provision of this Agreement, Company shall be obligated to provide Telecommunications Services to Barr Tell only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to Barr Tell to the extent that provision of such Telecommunications Service is not required by Applicable Law.

1.2 Resale means an activity wherein Barr Tell subscribes to the retail telecommunications services of Company and then re-offers and provides those telecommunications services to the public under its own company name.

2. Use of Company Telecommunications Services

2.1 Company Telecommunications Services may be purchased by Barr Tell under this Resale Attachment only for the purpose of resale by Barr Tell as a Telecommunications Carrier for retail services made available to End Users and uses conforming to the class of service restrictions in Company's Local Exchange Service Tariff and pursuant to all rules and regulations related to the provision of local exchange services promulgated by the applicable Commission. Company Telecommunications Services to be purchased by Barr Tell for other purposes (including, but not limited to, Barr Tell's own use) must be purchased by Barr Tell pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Company Tariffs.

2.2 Barr Tell shall not resell:

- Residential service to persons not eligible to subscribe to such service from Company (including, but not limited to, business or other nonresidential Customers);
- Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Company;
- Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Company;
- Calling card, employee concession services, promotional service offers less than 90 days, inside wire, installment billing options, enhanced services (excluding voice mail), end user premise equipment, 9-1-1 and E9-1-1 services, interconnection services, legislatively or administratively mandated specialized discounts (e.g., educational institution discounts).

2.3 Company may perform audits to confirm Barr Tell's conformity to the provisions of this Section. Such audits may be performed twice per calendar year.

2.4 Barr Tell shall be subject to the same limitations that Company's Customers are subject to with respect to any Telecommunications Service that Company grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Company follows a different practice for Company Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.

2.5 Resold services can only be used in the same manner as specified in Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of Company in the appropriate section of Company's Tariff. Specific Tariff features, e.g., a usage allowance per month, will not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one End User.

2.6 Barr Tell shall not be eligible to participate in any Company plan or program under which Company Customers may obtain products or services, which are not Company Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Company Telecommunications Services.

2.7 In accordance with 47 CFR § 51.617(b), Company shall be entitled to all charges for Company Exchange Access services used by interexchange carriers to provide service to Barr Tell Customers.

3. Availability of Company Telecommunications Services

3.1 Company will provide a Company Telecommunications Service to Barr Tell for resale pursuant to this Attachment only where and to the same extent that such Company Telecommunications Service is provided to Company's Customers. Barr Tell may resell Company's services only within Company's specific service area as defined in Company's Tariff.

3.2 Except as otherwise required by Applicable Law, Company shall have the right to add, modify, grandfather, discontinue or withdraw Company Telecommunications Services at any time, without the consent of Barr Tell.

3.3 To the extent required by Applicable Law, the Company Telecommunications Services to be provided to Barr Tell for resale pursuant to this Attachment will include a Company Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Company is providing to a Company Customer at the time the CSA is requested by Barr Tell.

4. Responsibility for Charges

4.1 Barr Tell shall be responsible for and pay to Company all charges for any Telecommunications Services provided by Company or provided by persons other than Company and billed for by Company, that are ordered, activated or used by Barr Tell, Barr Tell Customers or

any other persons, through, by means of, or in association with, Telecommunications Services provided by Company to Barr Tell pursuant to this Resale Attachment.

4.2 A subscriber line charge (SLC) or any federally mandated or state approved charge to End Users included in Company's tariffs will continue to be paid by Barr Tell without discount for each local exchange line resold under this Agreement.

4.3 Law enforcement agency subpoenas and court orders regarding End Users of Barr Tell will be directed to Barr Tell. Company will bill Barr Tell for implementing any requests by law enforcement agencies regarding Barr Tell End Users. Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with Barr Tell's End Users.

4.4 Barr Tell is liable for all fraud associated with service to its End Users and accounts. Company takes no responsibility, will not investigate, and will make no adjustments to Barr Tell's account in cases of fraud unless such fraud is the result of intentional misconduct or gross negligence of Company.

4.5 Upon request by Barr Tell, Company will provide for use on resold Company retail Telecommunications Service dial tone lines purchased by Barr Tell such Company retail Telecommunications Service call blocking and call screening services as Company provides to its own end user retail Customers, where and to the extent Company provides such Company retail Telecommunications Service call blocking services to Company's own end user retail Customers. Barr Tell understands and agrees that certain of Company's call blocking and call screening services are not guaranteed to block or screen all calls and that notwithstanding Barr Tell's purchase of such blocking or screening services, Barr Tell's end user Customers or other persons ordering, activating or using Telecommunications Services on the resold dial tone lines may complete or accept calls which Barr Tell intended to block. Notwithstanding the foregoing, Barr Tell shall be responsible for and shall pay Company all charges for Telecommunications Services provided by Company or provided by persons other than Company and billed for by Company.

5 Operations Matters

5.1 Facilities.

- Company and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Company Telecommunications Services.
- Company shall have access at all reasonable times to Barr Tell Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Company Telecommunications Services. Barr Tell shall, at Barr Tell's expense, obtain any rights and authorizations necessary for such access.
- Except as otherwise agreed to in writing by Company, Company shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by Barr Tell or Barr Tell Customers for use with Company Telecommunications Services.

- Barr Tell accepts responsibility to notify Company of situations that may arise which result in service problems.
- Barr Tell will be the single point of contact for all repair calls on behalf of Barr Tell 's End Users.
- Barr Tell will contact the appropriate repair centers in accordance with procedures established by Company.
- For all repair requests, Barr Tell accepts responsibility for adhering to Company's prescreening guidelines prior to referring the trouble to Company.
- Company will bill Barr Tell for handling troubles that are found not to be in Company's network pursuant to its standard time and material or dispatch charges as set forth in Company's Tariff.
- Company reserves the right to contact Barr Tell's End User if deemed necessary, for maintenance purposes in an emergency or as a result of a service call which Barr Tell may initiate.

6. Maintenance of Services

6.1 Services resold by Company will be maintained by Company, up to and including the Network Interface Device. Any charges associated with maintenance and/or repair of such resold services will be billed to Barr Tell at the same rate Company currently bills its own End Users.

6.2 Barr Tell or its End Users may not rearrange, move, disconnect, add additional services, remove or attempt to repair any facilities owned by Company, other than by connection or disconnection to any interface means used.

6.3 Barr Tell acknowledges that any chat line services being offered by Barr Tell over Company's facilities shall only be provisioned by Company on a blockable "NXX" central office code.

7. Branding

7.1 Company shall have the right (but not the obligation) to identify the Company Telecommunications Services with Company's trade names, trademarks and service marks ("Company Marks"), to the same extent that these Services are identified with Company's Marks when they are provided to Company's Customers. Any such identification of Company's Telecommunications Services shall not constitute the grant of a license or other right to Barr Tell to use Company's Marks.

7.2 To the extent required by Applicable Law, upon request by Barr Tell and at prices, terms and conditions to be negotiated by Barr Tell and Company, Company shall provide Company Telecommunications Services for resale that are identified by Barr Tell's trade name, or that are not identified by trade name, trademark or service mark.

7.3 If Company uses a third-party contractor to provide Company operator services or Company directory assistance, Barr Tell will be responsible for entering into a direct contractual arrangement

with the third-party contractor at Barr Tell's expense (a) to obtain identification of Company operator services or Company directory assistance purchased by Barr Tell for resale with Barr Tell's trade name, or (b) to obtain removal of Company Marks from Company operator services or Company directory assistance purchased by Barr Tell for resale.

8. Rates and Charges

8.1 The rates and charges for Company Telecommunication Services purchased by Barr Tell for resale pursuant to this Attachment shall be as provided in this Attachment, the Pricing Attachment, and Company's applicable tariffs.

8.2 If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Barr Tell will be notified and billing for that service will be retroactively changed to the appropriate class of service. Service charges for changes between classes of service, back billing, and interest as described in this subsection will apply at Company's sole discretion. Interest will apply at the rate of 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less, compounded daily for the number of days from the back billing date to and including the date that Barr Tell actually makes the payment to Company may be assessed.

9. Discontinuance of Service to End User

9.1 The procedures for temporarily denying or permanently disconnecting service to an End User are as follows:

- Company will temporarily deny service to Barr Tell's End User on behalf of, and at the request of Barr Tell. Upon restoration of the End User's service, restoral charges will apply and will be charged to the master account of Barr Tell.
- All requests by Barr Tell for temporary denial, restoration, or permanent disconnection of an End User for nonpayment must be in writing and must be on, or accompanied by, the appropriate ordering form. Barr Tell is responsible for compliance with regulatory requirements for termination and temporary disconnection of service to End User(s).
- Barr Tell will be solely responsible for notifying the End User, in advance, of the proposed temporary denial or permanent disconnection of the service.
- Company will advise Barr Tell when it is determined that annoyance calls are originated from one of their End User's locations. Company will be indemnified, defended and held harmless by Barr Tell and/or the End User against any claim, loss, or damage arising from providing this information to Barr Tell. It is the responsibility of Barr Tell to take the corrective action necessary with its End Users who make annoying calls. Failure to do so may at Company's option result in Company disconnecting the End User's service.

10. Discontinuance of Service to Barr Tell

10.1 Unless otherwise defined by the Commission, where Barr Tell discontinues its provision of service to all or substantially all of its End Users, Barr Tell must send advance written notice of such discontinuance to Company, comply with any applicable Commission regulatory requirements and to each of Barr Tell's End Users. Such notice must include a verification that Barr Tell has notified

its End Users of the discontinuance and must state the date on which such End User notice was mailed. If the End User fails to make other arrangements within fifteen (15) days of the date of notice provided by Barr Tell, Company will serve the End User at its retail rates as if the End User had applied for new service, subject to Company's retail connection charges and other requirements applicable to other new End Users including but not limited to payment of deposits, advance payments and prior amounts owing to Company.

11. Good Faith Performance

11.1 If and to the extent that Company, prior to the Effective Date of this Agreement, has not provided in the state of New York a Service offered under this Attachment, Company reserves the right to negotiate in good faith with Barr Tell reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.