

INTERCONNECTION AGREEMENT

BY AND BETWEEN

YCOM NETWORKS, INC.

AND

360NETWORKS (USA) INC.

TABLE OF CONTENTS

	<u>Page</u>
1. TERM OF AGREEMENT	2
2. DEFINITIONS.....	3
3. BILLING AND PAYMENTS.....	5
4. AUDITS.....	6
5. LIMITATION OF LIABILITY	7
6. INDEMNIFICATION.....	7
7. FORCE MAJEURE	8
8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.....	9
9. NOTICES.....	12
10. SEVERABILITY.....	13
11. ASSIGNMENT	13
12. DISPUTE RESOLUTION	13
13. GOVERNING LAW	14
14. TAXES.....	14
15. SURVIVAL.....	14
16. PUBLICITY.....	15
17. MISCELLANEOUS.....	15
18. INTERCONNECTION.....	17
19. INTERCARRIER COMPENSATION.....	20
20. OFFICE CODE TRANSLATIONS.....	22
21. LOCAL NUMBER PORTABILITY	22
22. TRAFFIC JURISDICTION	22

This Interconnection Agreement, including Appendices 1-4 (“Agreement”), is made effective as of the Effective Date by and between YCOM Networks, Inc. (“ILEC”), a Washington corporation, with an address for notice c/o FairPoint Communications, Inc. at 521 E. Morehead Street, Suite 500, Charlotte, NC, 28202 and 360networks (USA) inc. (“CLEC”) a Nevada corporation with offices at 370 Interlocken Blvd, Suite 600, Broomfield, CO, 80021. ILEC and CLEC may also be referred to herein singularly as a “Party” or collectively as the “Parties.” This Agreement remains subject to approval by the Commission.

RECITALS

WHEREAS, ILEC is an incumbent local exchange carrier (“ILEC”) and CLEC is a competitive local exchange carrier (“CLEC”) and both Parties are authorized by the Washington Utilities and Transportation Commission (“Commission”) to provide telecommunications services in the State of Washington; and

WHEREAS, Sections 251 and 252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 authorize the Parties to negotiate the terms and conditions under which they will interconnect and exchange traffic; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations, terms and conditions under which the Parties will interconnect their networks, exchange traffic and provide other services as permitted by the Act and Applicable Law; and

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

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

1. Term of Agreement

- 1.1. This Agreement shall be effective as set forth above and have an initial term of two years. Unless renegotiated pursuant to this Section 1, this Agreement shall automatically renew for successive one (1) year periods.
- 1.2. Either Party may seek to negotiate a new agreement by providing written notice to the other Party at least sixty (60) days prior to expiration of the initial term or any succeeding term.
- 1.3. Provided the Parties are pursuing negotiation, mediation, or arbitration of a new agreement (whether pursuant to Section 1.1 or due to a Change of Law as provided in Section 17.6.3), this Agreement shall continue in full force and effect during the pendency of the negotiation, mediation or arbitration period provided by Section 252 of the Act, or as otherwise agreed by the Parties, until such new agreement is effective.

- 1.4. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Following the non-defaulting Party's notice to the defaulting Party of its default, the non-defaulting Party shall not be required to process new service orders until the default is timely cured. Default means any one or more of the following:
 - 1.4.1. A Party's insolvency or the voluntary initiation of bankruptcy or receivership proceedings, or the involuntary adjudication of bankruptcy against a Party; or
 - 1.4.2. A Party's operating authority has been revoked by the Commission; or
 - 1.4.3. A Party's refusal or failure in any material respect to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement, or
 - 1.4.4. Failure to pay undisputed amounts when due for services ordered for interconnection.
- 1.5. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

2. Definitions

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

- 2.1. Act, as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended ("Act"), and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.
- 2.2. Affiliate means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 50 percent.
- 2.3. Applicable Law means all effective laws, administrative rules and regulations, and any court orders, rulings and decisions from courts of competent jurisdiction applicable to each Party's performance of its obligations under this Agreement.

- 2.4. Commission means the Washington Utilities and Transportation Commission.
- 2.5. Customer means a third-party that subscribes to services provided, in whole or in part, by either Party.
- 2.6. Effective Date means the date upon which this Agreement is executed by the last Party to sign it.
- 2.7. Extended Area Service ("EAS") is a service arrangement provided by ILEC whereby Customers in a specific local service exchange area are provided the ability to place and receive interexchange calls to another mutually exclusive specific local service exchange area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service.
- 2.8. EAS Traffic means two-way traffic that falls within the definition of "EAS" that is exchanged between the Parties.
- 2.9. Included Traffic means Local Traffic, ISP Bound Traffic and, where applicable, EAS Traffic.
- 2.10. Interconnection as used in this Agreement is consistent with the manner it is used in Sections 251 (a), (b) and (c)(2) of the Act.
- 2.11. Interconnection Facility means the facilities or combination of facilities, circuits, service arrangements, trunks and trunk groups used to deliver traffic between the respective ILEC and CLEC networks.
- 2.12. Internet Service Provider ("ISP")-Bound Traffic means traffic delivered to a provider of Internet Services and which, for purposes of intercarrier compensation is subject to the FCC's Order on Remand and Report and Order, FCC 01-131, CC Dockets No. 96-98 and 99-68 as modified or amended.
- 2.13. Interstate Toll Traffic means, regardless of the transport protocol that may be used, two-way interexchange traffic between the Parties in which a call originates in one state and terminates at a point in another.
- 2.14. Intrastate Toll Traffic means, regardless of the transport protocol that may be used, two-way interexchange traffic between the Parties in which a call originates at a point in the state and terminates at another point in the same state, and is not otherwise subject to terms applicable to a calling scope established by the Commission or ILEC tariff service offering to be treated as non-toll traffic.
- 2.15. Local Access and Transport Area ("LATA") has the same meaning as that contained in the Act.
- 2.16. Local Traffic means, regardless of the transport protocol that may be used, two-way telephone exchange traffic exchanged between the Parties that originates and terminates within the ILEC local calling area boundary as established and defined

by the Commission and includes any other traffic mandated by the Commission to be treated as EAS Traffic.

- 2.17. Non-Local Traffic means Interstate Toll Traffic and Intrastate Toll Traffic, all of which is subject to applicable interstate or intrastate access charges.
- 2.18. Telecommunications Services shall have the meaning set forth in 47 U.S.C. 153(46).

3. Billing and Payments

- 3.1. If charges are applicable pursuant to this Agreement, the terms and conditions set forth in this Section 3 apply.
- 3.2. Charges for services provided pursuant to a Party's applicable tariff are subject to the payment terms and conditions set forth in the applicable tariff. The charges for any other service or arrangement ("Non-tariff Charges") under this Agreement are to be billed monthly and payable, in immediately available U.S. funds, within thirty (30) days of receipt of the bill and as further provided herein.
- 3.3. Although it is the intent of both Parties to submit timely and accurate statements of Non-tariff Charges, failure by either Party to present statements to the other Party in a timely manner does not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party is not entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion. Notwithstanding the foregoing, neither Party is entitled to bill for services rendered more than one (1) year prior to the date of billing.
- 3.4. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") will notify the Billing Party of the amount it disputes ("Disputed Amount") within thirty (30) days of its receipt of the invoice containing such disputed amount and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party must pay the Billing Party all undisputed amounts when due.
- 3.5. Billed Disputed Amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the dispute resolution provisions of this Agreement. The dispute resolution procedures of this Section supersede the provisions of Section 12 for bill disputes.
- 3.6. If the Parties are unable to resolve the issues related to the Disputed Amounts under this Agreement in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties will appoint a designated representative that has authority to settle the

dispute ("Designated Representative"). The Designated Representatives shall be at a higher level of management than the persons with direct responsibility for administration of this Agreement. The Designated Representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the Designated Representatives. However, all reasonable requests for relevant information made by one Party to the other Party must be honored.

- 3.7. If the Parties are unable to resolve issues related to the Disputed Amounts under this Agreement within sixty (60) days after the Parties' appointment of Designated Representatives pursuant to subsection 3.6, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.
- 3.8. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, provided that the Parties continue to perform their payment obligations in accordance with this Agreement, except for the payment of any disputed sums, which amounts shall be placed into a mutually agreed-upon escrow account subject to disbursal upon the resolution of the dispute.
- 3.9. The Parties agree that all negotiations pursuant to this Section 3 will remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.
- 3.10. Any undisputed amounts under this Agreement not paid when due will accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Washington law prorated to date of payment.

4. Audits

Either Party may conduct an audit of the other Party's books and records that solely pertain to the services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) business days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. The Parties agree that the audited Party may object to the selection of a specific auditor if good cause exists for

such objection, upon which either Party may invoke the dispute resolution provisions of this Agreement in the event that the objection is not resolved through discussions.

5. Limitation of Liability

- 5.1. The Parties agree to limit liability for actions or inactions under or related to this Agreement in accordance with this Section. The liability of one Party to the other Party for damages arising out of (i) failure to comply with a direction to install, restore or terminate facilities, or (ii) failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be limited in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects occurred. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero. Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for any indirect, incidental, special, punitive or consequential damages, including, but not limited to, damages for lost profits or revenues, regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation, ordinary negligence even if the other Party has been advised of the possibility of such damages. The foregoing limitation shall not limit a Party's liability with respect to its indemnification obligations under Section 6 of this Agreement nor a Party's willful or intentional misconduct or gross negligence.
- 5.2. Except in the instance of harm resulting from willful or intentional misconduct or gross negligence, the Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitations on liability to Customers that may be contained in either Party's applicable tariff(s) or Customer agreements or as may be otherwise available.

6. Indemnification

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

Customer(s) against the other Party arising out of the other Party's provisioning of services to the Indemnifying Party under this Agreement, except to the extent caused by the gross negligence or willful or intentional misconduct of the Indemnified Party, or (iii) arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, or (iv) invasion of intellectual property right by the Indemnifying Party. Notwithstanding the foregoing, nothing contained herein shall affect or limit any claims, remedies, or other actions the Indemnifying Party may have against the Indemnified Party under this Agreement, any other contract, or any applicable tariff(s), regulation or laws for the Indemnified Party's provisioning of said services.

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

7. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure or blackouts, adverse weather conditions, or labor unrest, including without limitation, strikes, slowdowns,

picketing, or boycotts. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

8. Nondisclosure of Confidential Information

- 8.1. As used in this Section 8 "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
- 8.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 4 ("Audits");
 - 8.1.2 Any forecasting information provided pursuant to this Agreement;
 - 8.1.3 Customer information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a directory assistance service, operator service, Caller ID or similar service, or Line Identification Data Base service, or, (c) the Customer to whom the Customer information is related has in writing authorized the Receiving Party to use or receive the Customer information);
 - 8.1.4 Information related to specific facilities or equipment (including, but not limited to, cable and pair information);
 - 8.1.5 Any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;"
 - 8.1.6. Any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential or "Proprietary;" and
 - 8.1.7 All: (1) orders (and related information) for any services placed by the purchasing Party pursuant to this Agreement, (2) information that would constitute Customer Proprietary Network Information (CPNI) of a Party's Customers pursuant to the Act and the rules and regulations of the FCC; and (3) call records and recorded usage data whether disclosed by either Party to the other Party or otherwise acquired by either Party in the course of the performance of this Agreement, will be deemed Confidential Information of the originating Party for all purposes under this Agreement. The Parties will not exchange Customer Proprietary Network Information

unless the disclosure of the information does not require Customer approval or Customer has consented in writing to such disclosure.

- 8.2. Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information, except to the extent that such information is required to fill an order for services provided under this Agreement.
- 8.3. Except as otherwise provided in this Agreement, the Receiving Party shall:
 - 8.3.1 Use the Confidential Information received from the Disclosing Party only in performance of this Agreement, and only for the specific purpose for which the information was provided; and,
 - 8.3.2 Using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to the Receiving Party's Affiliates and the directors, officers, employees, agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section.
- 8.4. The Receiving Party shall (1) return or (2) destroy all paper copies and delete all electronic copies of all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for any Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement.
- 8.5. Unless otherwise agreed, the obligations of this Section do not apply to information that:
 - 8.5.1 Was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
 - 8.5.2 Is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers,

- employees, agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
- 8.5.3 Is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
 - 8.5.4 Is independently developed by the Receiving Party without the use of Confidential Information;
 - 8.5.5 Is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - 8.5.6 Is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall make commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements and shall assist and cooperate with the Disclosing Party as necessary to seek such protective arrangements.
- 8.6. Notwithstanding the provisions of this Section of the Agreement, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement. In making any such disclosure, the Receiving Party shall make commercially reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting in writing that any person or entity to whom the Receiving Party proposes disclosing Confidential Information first issue a protective order (if the proposed recipient is a governmental entity) or execute a nondisclosure agreement (if the proposed recipient is other than a governmental entity), which protective order or nondisclosure agreement is reasonably acceptable to the Disclosing Party, to treat the Confidential Information as confidential and restrict its use to purposes related to the proceeding pending before it.
- 8.7. The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 8.8. The provisions of this Section shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use or protection of the confidentiality of CPNI provided by Applicable Law.

- 8.9. Each Party's obligations under this Section shall survive the expiration, cancellation or termination of this Agreement.
- 8.10. Each Party agrees that Disclosing Party would be irreparably injured by a breach of the Confidentiality provisions of this Agreement by the Receiving Party or the Receiving Party's Affiliates and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

9. Notices

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

For CLEC:

Mr. Gary Ray
General Counsel
370 Interlocken Blvd, Suite 600
Broomfield, CO 80021

With a copy to:

Ms. Michel Singer-Nelson
Associate General Counsel
370 Interlocken Blvd, Suite 600
Broomfield, CO 80021

For ILEC:

Joe Greenwood, Senior Manager, Regulatory
FairPoint Communications
1 Davis Farm Road
Portland, ME 04103

With a copy to:

General Counsel
FairPoint Communications
521 East Morehead Street, Suite 500
Charlotte, North Carolina 28202

With a second copy to:

Richard A. Finnigan
Law Office of Richard A. Finnigan
2112 Black Lake Blvd. SW
Olympia, Washington 98512

or to such other location as the receiving Party may direct in writing in the manner set forth in this Section.

10. Severability

If any part of this Agreement is held to be unenforceable or invalid in any respect under law or regulation, such unenforceability or invalidity shall affect only the portion of the Agreement which is unenforceable or invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may request dispute resolution pursuant to Section 12.

11. Assignment

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment or transfer (whether by operation of law or otherwise) by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void ab initio; provided however that such consent shall not be unreasonably withheld, conditioned or delayed and shall not be required if such assignment is to a corporate affiliate or an entity under common control or an entity acquiring all or substantially all of the assigning Party's assets or equity, whether by sale, merger, consolidation or otherwise or in connection with a financing transaction .

12. Dispute Resolution

The Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, including, but not limited to arising under Section 8, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

12.1 Informal Resolution of Disputes

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes

of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

12.2 Formal Dispute Resolution

If negotiations fail to produce an agreeable resolution within ninety (90) days of the written request to appoint knowledgeable, responsible representatives then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator. Notwithstanding the foregoing, if negotiations have reached an impasse within the ninety (90) day period described herein, then neither Party shall be precluded from seeking any remedy available to it at law, equity or agency mechanism.

12.3 Continuous Service

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations in accordance with this Agreement.

13. Governing Law

To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the State of Washington, without reference to choice of law principles.

14. Taxes

Each Party shall be responsible for any and all taxes and surcharges arising from its conduct under this Agreement and shall, consistent with Section 6, indemnify and hold harmless the other Party for its failure to pay and/or report any applicable taxes and surcharges.

15. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including, but not limited to, Sections 5, 6 and 17.3.

16. Publicity

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

17. Miscellaneous

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

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

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

17.4. Default. If either Party believes the other is in breach of this Agreement or otherwise in violation of law, except for the monetary obligations covered by Section 3, it will first give thirty (30) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

17.5. Waiver. Any failure on the part of a Party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived by written documentation by the other Party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

17.6. Negotiated Compromise, Reservation of Rights, and Change of Law

17.6.1 Negotiated Compromise

This Agreement represents a compromise of each Party's positions based upon a combination of multiple interrelated issues of differing importance to each Party. The Parties negotiated the terms and conditions of this Agreement as a total arrangement and it is intended to be taken as a whole. Accordingly, the rates, terms and conditions have been entered into as a

single transaction consisting of the entire Agreement. No rate, term or condition contained in this Agreement may be construed or otherwise interpreted by anyone as a reflection of either Parties' legal opinion or position regarding either Parties' obligation or rights under Section 251 or 252 of the Act or other Applicable Law. Neither Party will assert in any regulatory, judicial or legislative proceeding that anything in this Agreement constitutes a precedent as to the subject matter addressed in this Agreement.

17.6.2 Reservation of Rights

Nothing in this Agreement precludes either Party from taking any position in any Commission proceeding or proceeding before the FCC, or in any other forum, relating to any issue, including matters specifically related to the subject matter of this Agreement or from petitioning the Commission or the FCC to resolve any issue, including matters specifically related to the subject matter of this Agreement. The Parties reach this Agreement without waiving or prejudicing any positions they have taken previously, or may take in the future, in any judicial, legislative, regulatory, or other public forum addressing any matters, including matters specifically related to, or other types of arrangements prescribed in, this Agreement.

17.6.3 Change of Law

Upon the effective date of any legislative, regulatory, judicial or other legal action that materially affects any material terms of this Agreement, or the ability or obligation of either of the Parties to perform any material terms of this Agreement, a Party may, on thirty (30) days' written notice to the other Party, seek renegotiation of all or part of the Agreement. If such notice for renegotiation is limited to specified issues, in light of the Negotiated Compromise nature of this Agreement as described in Section 17.6.1, the other Party may respond with a request for renegotiation of additional provisions of the Agreement or the entire Agreement. Whether the resulting renegotiation is limited to specified issues or the entire Agreement, the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the date of the Party's request for renegotiation, whether such action was commenced before or after the effective date of this Agreement. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute may be referred to the Dispute Resolution procedure set forth herein, or alternatively, neither Party shall be precluded from seeking any remedy available to it at law or equity or agency mechanism.

17.7 No Third-Party Beneficiaries. This Agreement shall not be deemed to provide any third party with any benefit, remedy, claim, right of action or other right. CLEC has indicated that it has entered or intends to enter into business arrangements with "last mile" providers and that such business arrangements give CLEC the authority to interconnect with ILEC and to contract with the ILEC for the exchange of traffic and provision of other services in this Agreement for the traffic associated with such arrangements. The Parties specifically agree that ILEC's responsibilities hereunder are only to CLEC and not any such "last mile" provider and, correspondingly, CLEC is obligated to comply with all provisions of this Agreement for traffic it originates from and terminates to such "last mile" providers served by CLEC. Notwithstanding any limitation of liability in Section 5 or indemnification in Section 6, CLEC shall be liable to ILEC in the case the ILEC suffers any loss claims, demands, damages, expenses (including reasonable attorney's fees), suits or other actions or any liability whatsoever by any action or inaction of such "last mile" provider. The preceding sentence does not apply to any tort action or other claim that any "last mile" provider or ILEC may have against each other arising out of occurrences that are outside CLEC's obligations under this Agreement.

18. Interconnection

18.1. This Agreement is applicable only for the exchange of Included Traffic. Traffic to or from entities that originate or terminate in areas other than the ILEC Local Calling Area is subject to intrastate or interstate access charges regardless of whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call.

18.2. Indirect Interconnection. The Parties agree to permit the indirect interconnection of their respective networks for the exchange of EAS Traffic and Local Traffic under this Agreement. The Parties agree that indirect interconnection for the transport and termination of traffic may take place via a third party's local/EAS tandem transit arrangement and that the Parties will not route EAS Traffic and/or Local Traffic via an access tandem. To the extent indirect interconnection is used, the Parties shall establish two-way direct trunk groups when the volume of transit traffic of EAS Traffic and Local Traffic and passing through the appropriate third-party local/EAS tandem transit switch(s) to which both Parties are directly connected: (1) exceeds the two hundred forty thousand (240,000) minutes of use for both Parties, on a monthly average basis, for each month of any two (2) consecutive months; or (ii) if either Party is assessed charges by the third-party provider of transit service in an amount the charged Party believes makes direct interconnection a feasible alternative. In the event indirect interconnection is utilized, each Party shall be wholly financially responsible for all traffic originating on its network.

18.3. Direct Interconnection. The Parties agree that direct interconnection shall be achieved via the installation of Interconnection Facilities, with a single point of interconnection ("POI") to be designated on such facilities at either:

- (i) A “mid-span fiber meetpoint” POI located at or within the ILEC’s service area exchange boundary; or,
 - (ii) Any other POI location arrangement as may be mutually agreed to by the Parties, including, but not limited to use of a third-party carrier’s facilities.
- 18.3.1 Direct Interconnection via a single POI provides CLEC interconnection to enable the exchange of traffic to all of ILEC’s service territory.
- 18.3.2 Interconnection Facility Responsibility.
- 18.3.2.1 Each Party will be 100% responsible operationally and financially for provisioning Interconnection Facilities to the POI for both the delivery to the POI of any traffic it sends to the other Party or receipt of any traffic sent by the other Party to the POI under the terms of this Agreement.
 - 18.3.2.2 CLEC may purchase Interconnection Facilities from a third party or from ILEC. Rates for certain services which may be purchased from ILEC are specified in ILEC’s applicable local or access tariff. If CLEC desires a service or facility not contained in ILEC’s tariff, CLEC and ILEC will discuss establishing individual case basis rates.
- 18.3.3 The Parties agree to work cooperatively to establish trunk requirements for the exchange or delivery of traffic between the Parties, including, but not limited to, the exchange of good faith traffic forecasts and, where technically feasible, two-way trunking arrangements
- 18.3.4 ILEC and CLEC may utilize the Interconnection Facilities for the mutual exchange of Local/EAS Traffic and ISP-Bound Traffic. The Parties agree that all Local Traffic, EAS Traffic and ISP-Bound Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate toll traffic or originate untranslated traffic to service codes (*e.g.* 800,888) over the Interconnection Facilities established under this Agreement.
- 18.4. To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network as required by FCC rules (47 C.F.R. 64.1601). If the percentage of calls transmitted with CPN is greater than 95%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the minutes of use of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 95% all calls transmitted without CPN will be billed as intraLATA Toll Traffic.
- 18.5. The Parties shall utilize the common channel out-of-band signaling (CCS) protocol in accordance with accepted industry practice and standard technical

specifications. The Parties currently utilize Signaling System 7 ("SS7") out-of-band signaling protocol and agree to continue to exchange traffic using SS7 signaling parameters including, but not limited to Integrated Services Digital Network User Part ("ISUP"), Signaling Points including STPs, SSPs, and SCPs, and any other SS7 parameters necessary for the exchange of traffic.

- 18.6. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including ISUP and Transaction Capability User Part ("TCAP") messages, to facilitate full interoperability of all CLASS features and functions between their respective networks.
- 18.7. Neither Party shall intentionally substitute or generate incorrect ANI, CPN or SS7 parameters on traffic exchanged pursuant to this Agreement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered.
- 18.8. The Parties shall provide local and toll dialing parity in accordance with Section 251(b)(3) and Applicable Law.
- 18.9. Both Parties warrant and represent that they will: (a) assign telephone numbers in a manner consistent with this Agreement to End Users that obtain local exchange service in the Rate Center areas associated with the telephone number; (b) provision their local exchange carrier services in a manner that the resulting traffic exchange between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section and (c) comply with all laws, rules, and industry guidelines regarding number assignment. ILEC may, but shall not be required to, provide CLEC with telephone numbers from its inventory of telephone numbers, except to the extent required for purposes of local number portability, if applicable.
- 18.10. N11 codes (including, but not limited to, 411, 611, and 911) shall not be sent between the networks of the Parties over the Included Traffic trunk groups.
- 18.11. Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by users of its Telephone Exchange Services. The Parties acknowledge and affirm that calls to 911/E911 services shall NOT be routed over the interconnection trunk group(s) established for the exchange of Local Traffic under this agreement. To the extent that a Party incorrectly routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any and all costs (including attorneys' fees) associated therewith and for any claims, including claims of third parties, related to such calls.

- 18.12. Each Party shall solely be responsible for its Communications Assistance for Law Enforcement Act (“CALEA”) enforcement-related activity. Each Party shall also ensure that it takes all actions necessary for a full response to any CALEA and/or other law enforcement-related inquiry related in any manner to the originating/terminating traffic from an End User it serves and that such actions are completed in a timely manner. Where a Party fails (the “Failing Party”) to comply with any one or more of these obligations and an action is brought or costs imposed upon the other Party (the “Non-Failing Party”), the Failing Party shall indemnify the Non-Failing Party pursuant to the requirements of Section 6 of this Agreement.
- 18.13. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and prevent traffic congestion, and to investigate, minimize and take corrective action in cases of fraud by third parties. Neither Party shall bear responsibility for, nor have any obligation to investigate or make adjustments to the other Party's account in cases of fraud by the other Party's Customers or other third parties; provided, however, that both Parties shall cooperate to discover and prevent fraud by each Party's Customers or other third parties.

19. Intercarrier Compensation

19.1. Compensation for Local Traffic Transport and Termination

The Parties shall exchange all Local Traffic and EAS Traffic on a bill and keep basis. Specifically, each Party will bill its own customers and retain the resulting revenues as full compensation for Local Traffic and EAS Traffic terminating on its network originated from the other Party.

19.2 Compensation for Non-Local Traffic

19.2.1 Compensation for the termination of Non-Local Traffic and the origination of 800 traffic between the Parties shall be based on applicable tariff access charges in accordance with FCC and Commission rules and regulations and consistent with the provisions of this Agreement.

19.2.2 Each Party agrees that it will not knowingly provision any of its services or the services of a third party in a manner that permits the circumvention of applicable switched access charges by the other Party (“Rate Arbitrage”) and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of traffic not covered under this Agreement through the POI on local

interconnection trunks. This Rate Arbitrage includes, but is not limited to, third-party carriers, traffic aggregators, and resellers.

- 19.2.3 If any Rate Arbitrage and/or delivery of traffic not covered under this Agreement through the local interconnection trunks is identified, the Party causing such Rate Arbitrage also agrees to take all reasonable steps to terminate and/or reroute any service that is permitting any of that Party's Customers or any entity to conduct Rate Arbitrage or that permits any Customer or any entity to utilize the POI for the delivery or receipt of such excluded traffic through the local interconnection trunks. Notwithstanding the foregoing, if any Party is found to be in violation of this Section, until such time as the Rate Arbitrage or incorrect routing of traffic is resolved, that Party shall pay applicable access charges to the other Party.
- 19.2.4 If either Party suspects Rate Arbitrage from the other Party, the Party suspecting arbitrage ("Initiating Party") shall have the right to audit the other Party's records to ensure that no Rate Arbitrage and/or the delivery of traffic not covered under this Agreement is taking place. Both Parties shall cooperate in providing records required to conduct such audits. Upon request by ILEC, CLEC shall be required to obtain any applicable records of any Customer or other third party utilizing CLEC's interconnection with ILEC. The Initiating Party shall have the right to conduct additional audit(s) if the preceding audit disclosed such Rate Arbitrage provided, however, that neither Party shall request an audit more frequently than is commercially reasonable once per calendar year.

19.3 Treatment of ISP-Bound Traffic

- 19.3.1 The Parties agree to transport and switch ISP-Bound Traffic in the manner described below in this Section subject to amendment upon written agreement of the Parties.
- 19.3.2 The Parties acknowledge that under current network and service arrangements, some ISP-Bound Traffic may be switched and transported as if it is Local Traffic. The switching and transport of ISP-Bound Traffic over the Interconnection Facilities by either Party, however, will not be deemed or construed by either Party as either agreement or acknowledgment by the Parties that this arrangement is proper or required. Notwithstanding any other provision of this Agreement, the Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to, the mutual exchange of ISP-Bound Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the Agreement set forth above, neither Party will owe a net due amount to the other Party for terminating ISP-Bound Traffic including, but not limited to, compensation for switching, transport or termination of ISP-Bound Traffic; provided, that, this

limitation on compensation shall apply only to the extent the ISP-Bound Traffic originates and terminates within the same local calling area.

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

20. Office Code Translations

20.1 It shall be the responsibility of each Party to program and update its own switches and network systems information in the Local Exchange Routing Guide ("LERG").

20.2 In such cases, when more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.

20.3 If a Party does not fulfill its N-1 carrier responsibility, the other Party shall perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the appropriate switch or network in which the telephone number resides. An N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions made on its behalf, including any reciprocal compensation assessed by the terminating carrier or transit charges assessed by a tandem provider.

21. Local Number Portability

21.1 The Parties shall provide number portability in accordance with Appendix 3, which in all cases will comply with Section 251(b)(2) and Applicable Law and will use commercially reasonable efforts to follow the applicable and most current LNP methods and processes approved by the LNP Administration Working Group of the North American Numbering Counsel.

21.2 The Parties shall verify customer requests for porting of telephone numbers pursuant to 47 C.F.R. § 64.1120.

22. Traffic Jurisdiction

22.1 Notwithstanding any other provision in this Agreement, the Parties agree that VNXX traffic shall not be exchanged under this Agreement unless a Party notifies the other that it intends to exchange VNXX traffic, provided, further, that a Party

shall offer VNXX service only to the extent such type of service is authorized by the Commission.

- 22.2 Neither Party shall use voice-over-Internet-protocol technologies to avoid the payment of terminating or originating access charges.
- 22.3 Neither Party shall deliver Non-Local Traffic on the same trunks that the Party uses to deliver Local Traffic to the other Party.

IN WITNESS WHEREOF, the Parties agree that the effective date of this Agreement is the date first written above, and each Party warrants that it has caused this Agreement to be signed and delivered by its duly authorized representative.

By: 360networks (USA) inc.

Liza L. Dennehy
Signature

Liza L. Dennehy
Typed or Printed Name

VP, Operations
Title

4/29/2011
Date

By: YCOM Networks, Inc.

Susan L. Sowell
Signature

Susan L. Sowell
Typed or Printed Name

Vice President and Assistant General Counsel
Title

4/20/2011
Date

Appendix 1
Local Service Areas Covered by this Agreement.

- 1 The Local Service Areas covered by this Agreement are the geographic areas described in ILEC's tariff to which an ILEC Customer may place a call that will be treated as Local Traffic as defined in Sec. 2.16.
- 2 ILEC will treat NPA-NXX's utilized by CLEC in parity with respect to the treatment afforded to other third-parties with whom ILEC exchanges traffic on a local / non-toll calling basis in the determination of whether the traffic to a CLEC NPA-NXX is treated as Local Traffic.
- 3 CLEC will provide ILEC notice and associated LERG related information to identify those CLEC NPA-NXXs that it reasonably believes should be treated as Local Traffic pursuant to Sections 1 or 2 above.
- 4 The intent of this Agreement is to apply the terms and conditions set forth in the Agreement to traffic between the Parties that are applied to traffic between the exchanges of ILEC and between the exchanges of ILEC and any other incumbent LEC within the Local Service Area as defined in Section 1 above.
- 5 With respect to traffic terminated by one Party on the network of the other Party that does not qualify as Local Traffic, the terminating Party will charge the other Party for termination in accordance with its established intrastate access charges and the other Party agrees to pay such charges.

Appendix 2

Directory Listings and Distribution Services

- 1.0 CLEC may provide to ILEC or ILEC's directory publisher, as specified by ILEC, the subscriber list information (including additions, changes and deletions) for its Customers located within ILEC's operating areas. It is the responsibility of CLEC to submit directory listings in the prescribed manner to ILEC's directory publisher prior to the directory listing publication cut-off date, which will be provided by ILEC or ILEC'S directory publisher to CLEC upon request.
- 2.0 ILEC will include CLEC's Customers primary listings (residence and business) in its White Pages Directory under the appropriate heading classification as determined by directory publisher as well as in any electronic directories in which ILEC's own Customers are ordinarily included to the extent that ILEC controls access to such listings. Listings of CLEC's Customers will be interfiled with listings of ILEC's Customers and the customers of other LECs, in the local section of ILEC's directories.
- 3.0 Listings
 - 3.1 CLEC may identify its Customers that have elected not to have their number published. To the extent CLEC does not wish to have its Customer's listing included in ILEC's directory ("Non-Listed" or "Non-Published"), ILEC will remove such listings from its database upon request. Tariff charges apply for Customers identified as "non-published".
 - 3.2 CLEC shall pay the charges assessed by ILEC's directory publisher for publication of ILEC's listings and for directories requested by CLEC for delivery to CLEC's Customers.
- 4.0 Publication Distribution.

In no event will ILEC be responsible for the cost of distributing directories to CLEC Customers, including but not limited to the cost of publication of directories for CLEC Customers. CLEC may enter into an agreement with the third-party directory publisher of ILEC's directories under which CLEC would provide the names and addresses of its Customers to the third-party directory publisher and will reimburse that directory publisher for the cost of printing and mailing directories for CLEC's Customers. If the means by which directories are distributed changes, the Parties will work together to develop a fair means for distributing the directories.
- 5.0 Nothing in this Agreement shall be construed to require ILEC or CLEC to generate or maintain a printed directory

Appendix 3 Local Number Portability

1.0 General.

- 1.1 The Parties will offer local number portability (LNP) in accordance with the finalized FCC rules and regulations regarding porting numbers between Telecommunications Carriers. The Parties agree to comply with North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and Central Office Code Assignment Guidelines.
- 1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability via LRN technology.
- 1.3 The Parties recognize that geographic portability, *i.e.*, porting a number when the Customer moves out of the rate center with which the number is associated, is not currently required by FCC rules and, therefore, is not allowed under this Agreement. Notwithstanding, geographic portability will be permitted to the extent and in a manner consistent with the FCC's rules and which is consistent with other provisions of the Parties' Agreement.
- 1.4 The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).
- 1.5 The Parties agree to adhere to applicable FCC rules and orders governing LNP network architecture.
- 1.6 In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 1.7 The Parties agree to adhere to applicable FCC rules and orders governing LNP N-1 queries. ILEC does not offer default query service so non-queried calls will be returned to the N-1 carrier.
- 1.8 In addition, Customers of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi) that the Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

- 1.9 The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. The Porting-out Party and the Porting-in Party shall permit Customers who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so. In the event no rate is set forth in this Attachment, then the Parties shall negotiate a rate for such services.
 - 1.10 The Parties will set LRN unconditional or 10-digit triggers where applicable and the Parties agree they will not remove the unconditional trigger for twenty-four hours after the port date.
 - 1.11 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.0 Coordinated Cutovers.
- 2.1 For LNP Coordinated Hot Cuts (“CHC”), the Porting-in Party may request a desired due date and time. These will be considered coordinated orders. The porting-in Party must indicate a request for CHC on the LNP request form to request a coordinated order. Charges for CHCs are listed in Appendix 4. Two types of coordination are available:
 - 2.1.1 Any Time: Order to be worked anytime during the day on the due date but the porting-in Party must notify the porting-out Party when completed.
 - 2.1.2 Specific Time: Order is to be worked at a specific time on the due date.
 - 2.2 If coordination is requested, the Porting-in Party will be required to call the porting-out Party forty- eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and/or time. The Porting-out Party reserves the right to change the date and time if other demands require such a change. Every reasonable attempt will be made to commit to the requested date and/or time. Prior to the 48-hour coordination call, the Porting-out Party will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and/or time. If no call is received from the Porting-in Party, it will be assumed that the Porting-in Party is not ready and the order will not be completed on the requested due date and time. If the Porting-in Party does not contact the Porting-out Party within 48 hours from the original due date to reschedule, the order will be canceled.

3.0 Obligations of Both Parties.

- 3.1 The Porting-in Party is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for number portability.
- 3.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original Customer, the ported telephone number will be released back to the carrier who is the code holder or block holder.
- 3.3 Each Party has the right to block default routed calls entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 3.4 Industry guidelines shall be conformed to prior to the scheduling of inter-company testing. Both Parties will perform testing to ensure proper routing and completion of calls to a ported number, and cooperate in conducting any additional testing to ensure interoperability between their respective networks and respective systems. Additional testing charges shall be paid by the Party requesting such additional testing. 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 reasonable request and, to the extent practical, perform tests to validate the operation of the network.
- 3.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.
- 3.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes.
- 3.7 Each Party shall become responsible for the End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when such Party ports the end-user's telephone number to their switch.
- 3.8 The LRN associated with the ported number associated with ILEC's Local/EAS area shall be derived from an NPA/NXX within the same Local/EAS areas.
- 3.9 Each Party shall complete the Trading Partner Profile.

Appendix 4
Pricing

General. The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement.

A. Direct Interconnection Facilities:

Rates charged by ILEC are as filed in the NECA FCC Tariff No. 5.

B. General Charges:

- | | | |
|----|-------------------------------------|--------------------|
| 1. | Service Order Charge (LSR)** | \$ 25.00 / request |
| 2. | Service Order Cancellation Charge** | \$ 12.00 / request |
| 3. | Service Order Change Charge** | \$ 12.00 / request |
| 4. | Expedited Due Date Charge** | \$ 45.00 / request |
| 5. | Technical Labor:** | |

Install & Repair Technician:

- | | |
|--|-----------------|
| Basic Time (normally scheduled hours) | \$ 24.57 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 36.85 / ½ hr |
| *Premium Time (outside of scheduled work day) | \$ 49.13 / ½ hr |

Central Office Technician:

- | | |
|--|-----------------|
| Basic Time (normally scheduled hours) | \$ 29.97 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 44.96 / ½ hr |
| *Premium Time (outside of scheduled work day) | \$ 59.95 / ½ hr |

LNP Coordinator:

- | | |
|--|-----------------|
| Basic Time (normally scheduled hours) | \$ 43.32 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 64.99 / ½ hr |
| *Premium Time (outside of scheduled work day) | \$ 86.65 / ½ hr |

Administrative Support:

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

6. Rates and Charges for LNP Coordinated Hot Cut (CHC)

Charged time will be in half hour increments for the personnel involved in the CHC at the rates in Section 5 above.

* Minimum 4 hours when a technician is called out during Overtime or Premium Time.
** These charges are reciprocal and apply to both ILEC and CLEC.