

TABLE OF CONTENTS

1. PRE-ORDERING
2. ORDERING
3. MAINTENANCE AND REPAIR
4. TRACEBACK
5. SERVICE STANDARDS
6. RATES
7. MISCELLANEOUS

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. PRE-ORDERING

- 1.1 The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. However, in the event any of either Party's pre-ordering and ordering processes, including those in Operations Publications, conflict with FCC orders or rules, or North American Numbering Council (NANC) approved recommendations adopted by the FCC, the FCC orders or rules or NANC recommendations adopted by the FCC will prevail.
- 1.2 Customer Service Record (CSR) requests will include: customer name, working telephone number, service address, date End User Customer authorization was obtained, and requesting service provider contact information.
- 1.3 Parties agree that the Parties' representatives will not access the information specified in this subsection without the End User Customer's authorization ("Authorization") that the End User Customer has agreed to the release of this information. The Party requesting the CSR is responsible for Authorization regardless of whether the End User Customer is dealing directly with a Party or through a Party's Retail Provider. Each Party shall maintain records of each End User Customer's authorization that adhere to all applicable requirements of state and federal law and shall produce such authorization as required by any applicable state or federal law.
- 1.4 Upon receipt of the Customer Service Record Request, the Parties will provide the following information: name, service address, and telephone number.
- 1.5 Customer Service Record (CSR) Requests will be submitted utilizing the Old Service Provider's preferred CSR format.
- 1.6 Each Party will exchange business rules/trading partner profiles and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information, including contact information for these functions.
- 1.7 The Parties may exchange preordering, ordering, provisioning, and maintenance information via electronic mail. Parties may mutually agree to add other forms of information exchange such as Graphical User Interfaces (GUIs).
- 1.8 The Parties agree not to view, copy, or otherwise obtain access to the End User Customer CSR information of any customer without the End User Customer's authorization. The Parties will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the FCC and the state in which the service is provided. If there is a customer complaint, the Parties reserve the right to request each other's verification information authorizing access to the End User Customer service record information. If the review reveals that the End User Customer record information was obtained without proper legal permission (e.g., Third Party Verification or LOA), corrective action may be taken as permitted by state and federal law. All such information obtained shall be deemed information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

- 19 If a Customer Service Record (CSR) is requested by a Party, and the Party producing the information receives a customer complaint regarding the release of the information, then the Party producing the information may request, and the other Party shall provide, documentation of the End User Customer's authorization for release of its CSR within five (5) Business Days of receipt of such request.
- 1.10 Each Party reserves the right to discontinue providing CSR information to the other Party, except upon documentation of End User Customer authorization, in the event End User Customer authorization requested under Paragraph 1.7 is not provided within the time specified, or in the event the Party has good cause to believe alleged misuse has occurred. In such event, either Party may immediately request dispute resolution in accordance with Section 13 of the General Terms and Conditions of this Agreement.
- 1.11 The OSP shall bill the New Service Provider ("NSP") a customer service record charge as specified in the Pricing Attachment for each CSR submitted. An individual CSR will be identified for billing purposes by the working Telephone Number posted on the CSR.

2. ORDERING

- 21 Ordering.
 - 2.1.1 The NSP shall place simple or non-simple orders for services by submitting a Local Service Request ("LSR") to the Old Service Provider ("OSP"). A Simple Port order request is as defined by the FCC; which at the time of the Effective Date of this Agreement is a port only request that (1) does not involve unbundled network elements (2) involve an account only for a single line (3) does not include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop/line and (4) does not include a reseller. All orders not meeting these criteria shall be non-simple orders.
 - 2.1.2 For simple ports the Parties agree to provide the FCC required port validation fields, the requested port due date and the SPID of the ordering Party.
 - 2.1.3 Service orders will be submitted utilizing the Old Service Provider's preferred LSR format.
 - 2.1.4 The OSP shall bill the NSP a service order charge as specified in the Pricing Attachment for each LSR submitted, regardless of whether that LSR is later supplemented, clarified or cancelled.
 - 2.1.5 An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON") or by a mutually agreed upon tracking method such as the Telephone Number.

- 2.1.6 An OSP profile and billing account must be established prior to submitting service orders.

22 Provisioning.

- 2.2.1 The Parties shall provision services during regular business hours as listed in a Party's Operations Publications. NSP requests for provisioning of service outside the OSP regular business hours, or if the work requested requires OSP's technicians or project managers to work outside of regular working hours, and the NSP has approved work outside of regular working hours, overtime charges shall apply as specified in the Pricing Attachment to this Agreement.
- 2.2.2 Cancellation Charges. If the NSP cancels an LSR any costs incurred by OSP in conjunction with the provisioning of that request will be recovered in accordance with the rates specified in the Pricing Attachment to this Agreement.
- 2.2.3 Expedite Order Charges. Expedited Service order charges will apply for provisioning intervals less than the standard interval. The Expedited Service order charge is specified in the Pricing Attachment to this Agreement.
- 2.2.4 Order Change Charges. If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in the Pricing Attachment to this Agreement will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement.
- 2.2.5 If the OSP is contacted directly by the End User Customer during the pendency of the port and the customer decides to remain with the OSP, the OSP will direct the End User Customer to notify the NSP immediately that the port is to be cancelled and the Parties will work cooperatively to cancel the port prior to activation in accordance with Section 2.2.2 and neither a LSR nor a Cancellation Charges shall apply.
- 2.2.6 Access to Inside Wire.
 - 2261 CLEC is responsible for accessing customer premises wiring without disturbing ILEC plant or facilities. In no case shall CLEC remove or disconnect the loop facilities, or ground wires from the ILEC Network Interface Device ("NID"), enclosures, or protectors. If CLEC removes the ILEC loop in violation of this Agreement, CLEC will hold ILEC harmless from any liability associated with the removal of the ILEC loop or ground wire from the ILEC NID. Neither Party has the right to remove or disturb any other connections to the NID, enclosure or protector under the terms of this agreement. Furthermore, CLEC shall not remove or disconnect NID modules, protectors, or terminals from ILEC NID enclosures.
 - 2262 CLEC shall warrant that it is responsible for access to the customer premises wiring by any Retail Provider. CLEC shall take all financial responsibility for damage to ILEC plant or facilities caused by the Retail Provider. CLEC shall indemnify and hold ILEC harmless for any damage to an End User Customer's premises or for any loss or claim

2263

3. MAINTENANCE AND REPAIR

- 3.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective business rules/trading partner profile as referenced in Section 1.4 of this Attachment. The Parties agree to provide 24 hour, 7 day per week contact numbers for service maintenance.
- 3.2 If purchasing Party reports a trouble and no trouble actually exists on the serving Party's portion of the service ("no trouble found"), the serving Party will charge the purchasing Party for any dispatching and testing (both inside and outside the Central Office (CO) required by serving Party in order to confirm the working status. If the no trouble found rate is a higher rate than the other similar services offered by the serving Party, the purchasing Party may raise the issue with the serving Party and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the purchasing Party. Such request shall not be unreasonably denied.
- 3.3 The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

4 TRACEBACK

- 4.1 For robocall traceback, the Parties shall adhere to all FCC orders and applicable federal rules and regulations.

5. SERVICE STANDARDS

Both Parties will comply with the applicable FCC and Commission standards and quality of service requirements when providing service to the other Party.

6. RATES

All charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the Pricing Attachment to this Agreement.

7. MISCELLANEOUS

- 7.1 Misdirected Calls.
7.1.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.)

- 7.1.2 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
 - 7.1.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.
 - 7.1.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.
- 7.2 Letter of Authorization.
- 7.2.1 This Agreement will serve as a “blanket LOA” by which each Party agrees that it will not submit requests to view a customer service record or switch a Customer’s service without meeting applicable state and federal requirements for such requests.
 - 7.2.2 The Parties agree that they will obtain End User Customer authorization and submit orders according to the adopted FCC rules.
 - 7.2.3 Once the NSP submits an LSR to change an End User Customer’s local exchange service, the End User Customer will deal directly with the NSP on all inquiries concerning its local exchange service provided by the NSP. The NSP is responsible for any charges that may be incurred in connection with service requests associated with transfer of customers.
- 7.3 If, based on an End User Customer complaint, either Party (the “Complaining Party”) determines that the other Party (the “Changing Party”) has submitted an unauthorized change in local service, the Parties will reestablish service for the End User Customer with the appropriate local service provider. The Complaining Party will notify the Changing Party of the End User Customer complaint, and the Changing Party may provide proof that the change was authorized. Such proof is required regardless of whether the End User Customer is served directly by the Changing Party or through a Retail Provider. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the LEC initiating the unauthorized change, any applicable charges consistent with FCC and/or State rules. No charges will be assessed if the Changing Party provides proof that the change was authorized.
- 7.4 Local Freeze
- In the event an End User Customer has a freeze on its local service, the NSP is responsible for notifying the End User Customer to contact its Local Service Provider (“LSP”) to have the Local Service Freeze removed. Authorization can also be given via a three-way call between the Party issuing the request, the Party administering the Local Freeze, and the End User Customer.
- 7.5 Pending Orders. The OSP will not place customer service requests or local service request orders in a hold or pending status.
- 7.6 Neither Party shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

- 7.7 The Parties shall return a Local Service Request (LSR) Response within 4 business hours for simple port requests and within 24 business hours for non-simple ports.
- 7.8 Contact Numbers. The Parties agree to provide one another with contact numbers for ordering, provisioning and maintenance of services.

LOCAL NUMBER PORTABILITY (LNP) ATTACHMENT

LOCAL NUMBER PORTABILITY

1. GENERAL

- 1.1 The Parties will provide local number portability (LNP), in accordance with FCC orders, rules and regulations, and North American Numbering Council (NANC) guidelines and recommendations adopted by the FCC for wireline services.
- 1.2 The Parties will work cooperatively to implement any additional FCC ordered portability rules in the timeline outlined in any such order. If a Party acts as a numbering partner and ports on the behalf of a Retail Provider that Party is fully responsible for compliance with porting rules as defined in this Section 1.1.
- 1.3 If either Party's operations publications or trading partner profile conflicts with the FCC's rules and orders, the FCC's rules and orders will prevail.
- 1.4 This Agreement does not allow portability where the End User Customer is located outside the rate center.
- 1.5 Prior to providing local service and porting in ILEC's local exchange area, CLEC shall obtain a separate numbering resource (NXX or NXX-X) for each ILEC rate center in which it will provide exchange services and will port telephone numbers from ILEC.
- 1.6 **Number Portability Administration Center**
Each Party is responsible for establishing and maintaining the required regional contracts with the Number Portability Administration Center (NPAC).
- 1.7 **Signaling.**
In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.
- 1.8 **N-1 Query.**
 - 1.8.1 For purposes of this Agreement, the Parties agree to fulfill the N-1 carrier responsibility and perform queries on calls to telephone numbers with portable NXXs. Neither Party shall send un-queried calls to the other Party.
 - 1.8.2 If a Party does not fulfill its N-1 carrier responsibility, the other Party may 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.
- 1.9 **Porting of Reserved Numbers.**
End User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi), that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers must be identified on the Customer Service Record (CSR).

1.10 Splitting of Number Groups.

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. ILEC and CLEC shall permit End User Customers who port a portion of DID numbers assigned to such customers to retain DID service on the remaining numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable labor charges as listed in the Pricing Attachment to this Agreement for reconfiguring the existing DID numbers. In the event no rate is set forth in this Attachment, then the Parties shall negotiate a rate for such services.

1.11 The Parties will set LRN unconditional or 10-digit triggers where technically feasible.

1.12 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. COORDINATED CUTOVERS

2.1 If the NSP requests the telephone number to port at a specific time on the day of the port, it is considered a Coordinated Request (Coordinated Hot Cut). A Coordinated Hot Cut (CHC) is not a Simple Port.

2.2 The OSP will charge the NSP for the labor required to perform the CHC including time waiting for the NSP. If a CHC is scheduled outside normal working hours, overtime and premium time labor rates may apply. Labor rates are reflected in the pricing attachment.

2.3 Neither Party is required to offer CHC.

3. OBLIGATIONS OF BOTH PARTIES

3.1 When a ported telephone number becomes vacant (e.g., the telephone number is no longer in service by the original End User Customer), the ported telephone number will be released back to the carrier that is the code holder or block holder in the NPAC database. Each Party shall return disconnected ported TNs to the OSP via the disconnect function in the NPAC after any applicable aging period has expired.

3.2 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 they port the End user's telephone number to their switch.

3.3 Each Party shall fully complete its port of the requested TN(s) on the confirmed due date or submit a supplemental service order to cancel or reschedule the port.

INTERCONNECTION ATTACHMENT

INTERCONNECTION

1. GENERAL

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of Local/EAS Traffic and ISP-Bound Traffic that is originated by an End User Customer of one Party or its Retail Provider and is terminated to an End User Customer of the other Party or its Retail Provider physically located in the same Exchange Area, where each Party directly provides Telephone Exchange Service to the End User Customer or has an arrangement with the Retail Provider to provide an equivalent type Telecommunications Service directly to the End User Customer.
- 1.2 This Attachment also describes the physical architecture for interconnection of the Parties facilities and equipment for the transmission and routing of wireline telecommunications traffic between the respective End User Customers of the Parties and the compensation for such facilities and traffic exchanged.
- 1.3 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) or CMRS Carrier is not covered under this Agreement. Any traffic that is not Local/EAS Traffic or ISP-Bound Traffic will be considered toll traffic and subject to access tariffs.

2. RESPONSIBILITY FOR TRAFFIC

- 2.1 CLEC is responsible for CLEC originating traffic that CLEC exchanges with ILEC over direct or indirect interconnection via a third party including but not limited to voice traffic, VoIP-PSTN Traffic, ISP-Bound Traffic and toll traffic. CLEC shall not provision any of its services in a manner that permits the circumvention of ILEC's applicable Switched Access Service charges by it or a Retail Provider. CLEC agrees to be responsible for and pay its portion of the Interconnection Facilities, and all Reciprocal Compensation and Access Service charges associated with all CLEC originating traffic that CLEC exchanges with ILEC, including traffic of a Retail Provider. CLEC is the sole responsible Party with respect to all traffic originated by or terminated to CLEC End User Customers or Retail Providers.
- 2.2 Each Party agrees that under this Agreement the primary service provided to its End User Customers or Retail Provider requires the service be from a fixed location. However, 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 an Internet protocol ("IP") device other than at the End User Customer's service location. ("Nomadic Traffic") provided by either Party or their Retail Provider will be incidental to fixed traffic. The Parties agree that the services provided by either Party or their Retail Providers will primarily be from a fixed location or locations at each End User Customer's principal service address located in ILEC's Local Calling Area. If either Party believes that a significant amount of the other Party's traffic is Nomadic Traffic, then the Parties can conduct audits no more than once in a calendar year or take other commercially reasonable steps to verify that the other Party is not provisioning

any of its services in a manner that permits the circumvention of applicable Switched Access Service charges by it or a Retail Provider. Significant amount shall have the meaning of greater than ten percent (10%) of the other Party's traffic. If an audit shows a significant amount of Nomadic Traffic, the originating Party shall pay access charges on the Nomadic Traffic identified. If either Party intends to send a significant amount of Nomadic Traffic, then such Party shall notify the other Party in writing within sixty (60) days to agree to pay access on such Nomadic Traffic. CLEC provides Non-CMRS Telecommunications Services under this Agreement to End User Customers and Wholesale Telecommunications Services to other entities that provide retail service to End User Customers. The Parties understand and agree that this Agreement will permit a Party to provide a Wholesale Telecommunications Service to a Retail Provider; however, under no circumstances shall such Wholesale Telecommunications Service be deemed, treated or compensated as a transit service. The Parties stipulate that this Agreement does not authorize any transiting services over direct local interconnection trunks between ILEC and CLEC. For purposes of this Agreement, CLEC's Wholesale Telecommunications Service for traffic exchange is considered to be the provision of end office switching functions for the Retail Provider so neither CLEC nor its Retail Provider customer is entitled to bill, nor ILEC is not obligated to pay, any transit charges for such traffic.

- 2.3 Each Party agrees that it is responsible for implementing the proper Signaling and Signaling Parameters for determining the correct classification of traffic pursuant to Section 6 of this Attachment.
- 2.4 The delivery of traffic that has had Signaling or Signaling Parameters stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned ("Misclassified Traffic") is prohibited under this Agreement. Due to the technical nature of its origination, certain traffic that is not Misclassified Traffic may be properly transmitted without all industry standard Signaling and Signaling Parameters pursuant to section 6 of this Attachment ("Unclassified Traffic").
- 2.5 If the percentage of total call traffic transmitted with Signaling and Signaling Parameters each month falls below ninety-five percent (95%), the Party originating such traffic agrees to pay the terminating Party's intrastate Switched Access Service rates for the difference between ninety-five percent (95%) and the actual percentage of Unclassified Traffic for the applicable month. Notwithstanding the foregoing, if a terminating Party determines that Misclassified Traffic has been delivered by the originating Party, Section 2.7, herein below, shall apply with respect to the delivery of such traffic.
- 2.6 If a terminating Party determines in good faith in any month that any traffic delivered by the originating Party is Misclassified Traffic, the Parties agree:
- 2.6.1 The terminating Party will provide sufficient call detail records or other available information, including its reasoning as to why the traffic is misclassified, as notification to the other Party. Upon receipt of such notification, the Party originating such traffic shall investigate and identify the alleged Misclassified Traffic.
- 2.6.2 In addition to the terminating Party's other rights and remedies with respect to Misclassified Traffic, the originating Party agrees to pay the terminating intrastate access rates on all Misclassified Traffic unless a written notice of dispute is provided by the originating Party in accordance with 2.7.4

- 263 The Party originating Misclassified Traffic agrees to take all reasonable steps to cease all actions, and cancel or reroute any service that is permitting the delivery of Misclassified Traffic.
- 264 Notwithstanding anything herein to the contrary, the Parties agree that if it is determined that more than five percent (5%) of the total traffic delivered by an originating Party during any consecutive three (3)-month period is Misclassified Traffic, such Party shall be in Default of this Agreement. 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.
- 27 In addition to the audit provisions of Section 9.6 of the General Terms and Conditions, or in the event of a dispute with regard to Misclassified Traffic, no more than once per year, each Party shall have the right to audit the other Party's records to ensure that traffic is not 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, each Party will cooperate in identifying the physical location of the End User Customer 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.

3. PHYSICAL CONNECTION

- 3.1 Indirect Interconnection. Based upon the volume of Local Traffic anticipated to be exchanged by the Parties as of the Effective Date of this Agreement, the Parties agree that pursuant to § 251(a)(1) of the Act, CLEC may choose to indirectly interconnect with ILEC for the exchange of Local Traffic through the use of the AT&T New Orleans tandem (NWORLAMT01T) tandem provider. 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.
- 3.2 Direct Interconnection. Should the Parties agree to physically connect their respective networks, via a direct interconnection arrangement, at POI(s) on ILEC's network, to furnish Local/EAS Traffic and ISP-Bound Traffic between CLEC or Retail Provider End User Customers and ILEC End User Customers only in the ILEC service area, then the POI(s) shall be located at ILEC's switch (RSRVLAXB0GT), or ILEC's exchange boundary, or at another technically feasible point within ILEC's network as mutually agreed upon by the Parties. This Agreement is expressly limited to the transport and termination of Local/EAS Traffic and ISP-Bound Traffic originated by and terminated to End User Customers of the Parties to this Agreement, or to End User Customers of CLEC's Retail Provider, at any mutually agreeable and technically feasible point on ILEC's network. Other POIs within ILEC's network may be added upon mutual agreement without an amendment to this agreement.
- 3.3 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks.
- 3.4 The dedicated interconnection facilities shall meet accepted industry practice and

standard technical specifications.

- 3.5 ILEC and CLEC may utilize existing and new wireline Direct Interconnection Facilities for the mutual exchange of Local/EAS Traffic and ISP-Bound Traffic and toll traffic. If both local 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 of this Attachment.
- 3.6 CLEC shall issue an ASR to ILEC for ordering Local Interconnection Trunks, CLEC shall use ordering procedures listed in the appropriate ILEC tariff and standard intervals will apply.
- 3.7 Physical Interconnection
- 3.7.1 ILEC deploys in its network an end office switch and an Access Tandem.
- 3.7.2 A two-way Local Interconnection Trunk Group must be established between CLEC switch and ILEC switch.
- 3.7.3 A Local Interconnection Trunk Group may also be established from CLEC's switch to the interconnected ILEC End Office Switch in an ILEC local exchange area.
- 3.8 Trunk Types
- 3.8.1 Local Interconnection Trunks
- 3.8.1.1 The Parties will establish a local trunk group for the exchange of Local/EAS Traffic and ISP-Bound Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local/EAS Traffic and ISP-Bound Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate CMRS traffic, InterLATA toll traffic or originate untranslated traffic to service codes (e.g., 800, 888) over Local Interconnection Trunks.
- 3.8.1.2 If the Parties' originating Local/EAS Traffic and ISP-Bound Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.
- 3.8.2 Direct End Office Trunks
- 3.8.2.1 Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic in the geographic area covered by the ILEC exchanges.
- 3.8.2.2 Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic between CLEC's switch and an ILEC End Office and are not switched at a Local Tandem location.
- 3.8.2.3 All traffic received by ILEC on the Direct EO Trunk from CLEC must terminate in the End Office, i.e., no tandem switching will be performed in the End Office.
- 3.8.3 Toll Trunks

3.8.3.1 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 Switched Access Service compensation arrangements from ILEC's respective tariffs will apply to traffic terminated over the toll trunks. CLEC shall route appropriate traffic to the respective ILEC switches on the trunk groups as specified in this Attachment. ILEC shall route appropriate traffic to CLEC switches on the trunk group or trunk groups as specified in this Attachment.

384 911 Trunks

3.8.4.1 CLEC shall be responsible for establishing all necessary 911 trunks for its End User Customer traffic with the appropriate Public Safety Answering Points.

39 Fiber Meet Point

3.9.1.1 Fiber Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a point of interconnection ("POI"). The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is the POI. The Parties agree that the interconnection traffic will warrant a minimum of a DS3 facility prior to requesting a Fiber Meet Point. Once traffic exchanged between the Parties reaches a DS3 level of traffic, if both Parties mutually agree to interconnect pursuant to a Fiber Meet Point, CLEC and ILEC shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect their transmission and routing of Local/EAS and ISP-Bound Traffic via a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific fiber optic transmission system. CLEC's fiber optic transmission equipment must be compatible with ILEC's equipment. Each Party reserves the right to determine the equipment it employs for service.

3.9.1.2 Each Party at its own expense, shall procure, install, and maintain the agreed-upon fiber optic transmission system in its network.

3.9.1.3 The Parties shall mutually agree upon a Fiber Meet Point on the ILEC network within the borders of the ILEC Exchange Area. Each Party shall deliver its fiber optic facilities to the Fiber Meet Point. The ILEC shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities with sufficient spare length to reach the fusion splice point for the Fiber Meet Point.

3.9.1.4 CLEC shall deliver and maintain its fiber strands wholly at its own expense. Upon request by CLEC, ILEC shall allow CLEC access to the Fiber Meet Point entry point for maintenance purposes as promptly as possible.

3.9.1.5 The Parties shall jointly coordinate and undertake maintenance of the fiber optic transmission system. Each Party shall be responsible for maintaining the components of their own fiber optic transmission

system.

3.9.1.6 Each Party will be responsible for providing its own transport facilities to the Fiber Meet Point.

- 3.10 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. CLEC will order trunks in the agreed-upon quantities via an Access Service Request (“ASR”) according to the Ordering Attachment.
- 3.11 If CLEC’s request requires ILEC to build new facilities (e.g., install new fiber), CLEC 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.
- 3.12 Interface Types:
If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties.
- 3.13 Programming:
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 CLEC or ILEC NPA-NXX codes properly assigned under wireline guidelines and rules shall be part of this Agreement.
- 3.14 Equipment Additions:
Where additional equipment is required for local interconnection on its side of the POI, 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 End User Customer demand.

4. COMPENSATION

4.1 Facilities Compensation

- 4.1.1 For Direct Interconnection Facilities, CLEC may utilize a Fiber Meet Point, lease facilities from ILEC or lease facilities from a third party to reach the POI.
- 4.1.2 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.
- 4.1.3 If CLEC chooses to lease Direct Interconnection Facilities from the ILEC to

reach the POI, CLEC shall compensate ILEC for such leased Direct Interconnection Facilities used to interconnect with ILEC's network for the transmission and routing of Local/EAS/ISP-Bound Traffic at the rates contained in the Pricing Attachment of this Agreement.

- 4.14 CLEC may use a third party carrier's facilities for purposes of establishing interconnection with ILEC. In such case, on behalf of CLEC, the third party carrier will connect dedicated facilities with ILEC. CLEC shall be responsible for the payment to any third party carrier for any charges associated with the facilities. In no case shall ILEC be responsible for payment to the third party carrier.
- 4.15 If CLEC requests ILEC to modify its network, with exception of network changes required for local interconnection on the ILEC's side of the POI, payment terms for such costs will be negotiated between the Parties on an individual case basis prior to any network modifications by the ILEC. If CLEC uses a third party network provider to reach the POI, CLEC will bear all third party carrier charges for facilities and traffic in both directions on its side of the POI.

4.2 Traffic Termination Compensation

- 4.21 This Section 4.2 is expressly limited to the transport and termination of Local/EAS Traffic and ISP-Bound Traffic originated by and terminated to End User Customers of the Parties in this Agreement or of the Parties' Retail Provider customers. Both Parties agree that the compensation for Local/EAS Traffic and ISP-Bound Traffic shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party.
- 4.22 Compensation for toll/access traffic will be in accordance with each Party's Switched Access Service tariffs. In the event that CLEC does not have a filed Switched Access Service tariff for Switched Access Service, CLEC's rates shall be the ILEC's tariffed Switched Access Service rates or the Commission-approved statewide average Switched Access Service rates,

whichever is lower. In no event shall ILEC pay CLEC Switched Access Service rates that are higher than ILEC's Switched Access Service rates.

- 423 For the purposes of compensation under this Agreement, jurisdiction of VoIP-PSTN Traffic is determined by the physical location of the originating and terminating End User Customers. Signaling information associated with VoIP-PSTN Voice Traffic must comply with Section 6 of this Interconnection Attachment.
- 424 Neither Party shall represent Switched Access Service traffic as Local/EAS Traffic or as ISP-bound Traffic for any purpose.
- 425 CLEC originated traffic will be delivered to ILEC in a format that will not require ILEC to convert it from IP to TDM format.

5. ROUTING

- 5.1 Both Parties will route traffic in accordance with Telcordia Traffic Routing Administration (TRA) instructions.
- 5.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines for wireline traffic. The Parties agree not to assign telephone numbers from an NPA-NXX to an End User Customer physically located outside the Rate Center Area with which the NPA-NXX is associated, the physical location of the calling and called End User Customers shall be used to determine the jurisdiction of the traffic for purposes of determining the appropriate compensation mechanism. Further, in order for End User Customers to be considered physically located within a Rate Center Area, such End User Customers must have valid E911 service with a corresponding record in the serving ALI Database.
- 5.3 Once CLEC has been assigned numbers from the numbering administrator, CLEC shall assign numbers within those codes or blocks only to end users physically located in the ILEC Rate Center Area associated with the number blocks either directly or by means of a dedicated facility from the subscriber's physical location to a location within the ILEC's Rate Center (such as FX service). Numbers shall not be used to aggregate traffic to originate or terminate to either Party. If numbers are assigned to physical locations outside the local calling area, call to such numbers shall be subject to access charges.
- 5.4 Neither Party shall route un-translated traffic to service codes (e.g., 800, 888, 900) over the Local Interconnection Trunks.
- 5.5 N11 Codes: Neither Party shall route un-translated N11 codes (e.g., 411, 611, 711, and 911) to the other party over Interconnection Facilities.

6. SIGNALING

- 6.1 Each party shall provide accurate Calling Party Number ("CPN") and Jurisdictional Indication Parameter ("JIP"), when technically feasible, associated with the End User Customer originating the call.

- 6.1.1 Each party shall provide accurate Calling Party Number (“CPN”) associated with the End User Customer originating the call. Accurate CPN is:
 - 6.1.1.1 CPN that is a dialable working telephone number, that when dialed, will reach the End User Customer to whom it is assigned, at that End User Customer’s Location.
 - 6.1.1.2 CPN that has not been altered.
 - 6.1.1.3 CPN that is not different than the originating number.
 - 6.1.1.4 CPN that follows the North American Numbering Plan Standards for wireline traffic and can be identified in numbering databases and the LERG as an active number.
 - 6.1.1.5 CPN that is assigned to an active End User Customer.
 - 6.1.1.6 CPN that is associated with the ILEC Rate Center Area of the specific End User Customer Location.
- 6.12 JIP shall be populated as follows when technically feasible:
 - 6.1.2.1 The SS7 JIP parameter should be populated in the initial address message of all wireline calls.
 - 6.1.2.2 JIP must be populated with an NPA-NXX that is the same as NPA-NXX of the Local Routing Number (“LRN”) for calls terminating to the same Rate Center Area.
 - 6.1.2.3 When call forwarding occurs, the forwarded from Directory Number (“DN”) field must be populated, the JIP will be changed to a JIP associated with the forwarded from DN and the new called DN will be inserted in the IAM.

6.2 Signaling:

The Parties will connect their networks using industry standard SS7 signaling. Each Party shall ensure that CPN is available for at least 95% of the calls it terminates to the other Party. Signaling information shall be shared, upon request, between the Parties at no charge to either Party. ILEC is currently unable to interconnect via IP interconnection and shall not be obligated to do so under this Agreement.

6.3 Signaling Parameters:

The Parties agree to utilize SS7 Common Channel Signaling (“CCS”) between their respective networks for the traffic addressed in this Agreement in order to process, track and monitor the traffic. Each Party will provide CCS connectivity in accordance with accepted industry practice and standard technical specifications. For all traffic exchanged, the Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including ISDN User Part (“ISUP”) and, if and when available, Transaction Capability User Part (“TCAP”)

Messages, and, when technically feasible, Jurisdictional Indicator Parameter (“JIP”) messages to facilitate interoperability of CCS-based features and functions between their respective networks, including CLASS features and functions when available. Each Party will provide required CCS signaling parameters, including, but not limited to the originating CPN, in conjunction with all traffic it exchanges to the extent required by industry standards.

- 64 In addition to the Parties’ obligation to deliver traffic with accurate signaling parameters, each Party agrees to assume responsibility for all IP-Enabled Traffic discovered during an audit.

7. NETWORK MANAGEMENT

7.1 Network Management and Changes:

Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide notice 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. Details of network technical specifications, forecasting, and trunk implementation shall be in accordance with the ILEC Operations Handbook.

7.2 Grade of Service:

Each Party will provision their network to provide a designed blocking objective of a P.01.

7.3 Protective Controls:

Either Party may use protective network traffic management controls such as 7-digit or 10-digit code gaps, as applicable, on traffic towards each Party’s network, when required to protect the public switched network from congestion or failure, or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.

7.4 Mass Calling:

Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party’s network is burdened repeatedly more

than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

75 Network Harm:

Neither Party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's End User Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur, or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, if prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- 75.1 Promptly notify the other Party of such temporary discontinuance or refusal;
- 75.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- 75.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

ANCILLARY SERVICES ATTACHMENT

ANCILLARY SERVICES

1. 911/E-911 ARRANGEMENTS

1.1 Each Party is solely responsible for making their own 911 arrangements to connect to the current 911 provider and for making database updates on a timely basis for their respective End User Customers. All relations between the 911 provider and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of the 911 provider.

1.2 ILEC is not liable for errors with respect to CLEC's provision of 911/E-911 services to CLEC's End User Customers or Retail Providers.

2. TELEPHONE RELAY SERVICE

Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its End User Customers.

3. DIRECTORY LISTINGS AND DIRECTORY DISTRIBUTION

3.1 CLEC will work directly with a third party vendor in order to make its Directory Listings available to any and all publishers.

3.2 ILEC will not impede CLEC in the listing of CLEC's End User Customers for inclusion in ILEC's directory.

3.3 Charges for Directory Listings will be between CLEC and publisher.

PRICING ATTACHMENT

RATES AND CHARGES

A. General.

For purposes of this Agreement, rate elements for facilities and labor shall be Obtained from and paid by the Parties pursuant to ILEC's interstate access service tariff. If there are any transit elements in a call path, that rate will also be obtained pursuant to the ILEC's interstate access tariff.

B. General Charges:

1. Billing Account Establishment \$250 one time fee
2. Manual Service Order Charge \$ 25.00/request
3. Service Order Cancellation Charge \$ 25.00/request
4. Service Order Change Charge \$ 25.00/request
5. Customer Service Record Request Charge \$ 25.00/request
6. Expedite Order Charge \$ 100.00/request

C. Additional Labor Charges: Except for the Customer Service Representative rates, rate elements and rates for additional labor charges under this Agreement are pursuant to ILEC's interstate Access Service Tariff filed with the Federal Communications Commission.

Customer Service Representative

- a. Basic Time (per rep) \$ 21.18 each half hour or fraction
- b. Overtime (per rep) \$ 31.77 each half hour or fraction
- c. Premium Time (per rep) \$ 42.36 each half hour or fraction

D. Coordinated Hot Cut Charges:

Labor rates as listed above will be charged for the personnel involved in the conversion.