

**Marguerite McLean**

---

**From:** Bob Ragsdale [bragsdale@jsitel.com]  
**Sent:** Friday, April 16, 2010 10:06 AM  
**To:** Filings@psc.state.fl.us  
**Cc:** Jeff Leslie; Munoz, Robert  
**Subject:** ITS - Comcast Interconnection Agreement  
**Attachments:** ITS - Comcast Interconnection Agreement.pdf

100185-TP

Dear Ms. Cole,

Attached for filing with the Commission is a PDF file comprising 66 pages and containing the transmittal letter, petition for approval and the Interconnection Agreement negotiated by and between ITS Telecommunications Systems, Inc. ("ITS") and Comcast Phone of Florida, LLC ("Comcast"). John Staurulakis, Inc. is filing the enclosed petition and agreement on behalf of ITS and would appreciate that you file the same.

*Bob Ragsdale*  
John Staurulakis, Inc.  
6849 Peachtree Dunwoody Road  
Building B-3, Suite 200  
Atlanta, GA. 30328  
770-569-2105  
[bragsdale@jsitel.com](mailto:bragsdale@jsitel.com)

---

**CONFIDENTIAL:** This e-mail message and any attachments are confidential. They are only intended for the person or persons to whom the e-mail is addressed. Any unauthorized use, disclosure, storage, copying, retransmission or distribution of the contents of this e-mail or its attachments or taking any action based upon the information contained in them is strictly prohibited. If you have received this communication in error, please delete the e-mail immediately and contact the sender.

4/16/2010

DOCUMENT NUMBER DATE

02940 APR 16 2010

FPSC-COMMISSION CLERK

April 16, 2010

**VIA ELECTRONIC MAIL**

Ms. Ann Cole  
Commission Clerk  
Office of Commission Clerk  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

*Re: Approval of the Network Interconnection Agreement Negotiated by and between ITS Telecommunications Systems, Inc. and Comcast Phone of Florida, LLC, Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996*

Dear Ms. Cole:

Enclosed for filing are the original and two (2) copies along with an electronic copy of the Petition for Approval and the Network Interconnection Exchange Agreement negotiated by and between ITS Telecommunications Systems, Inc. ("ITS") and Comcast Phone of Florida, LLC ("Comcast"). John Staurulakis, Inc. is filing the enclosed petition and agreement on behalf of ITS and would appreciate that you file the same.

Thank you for your assistance in this matter.

Sincerely,

s/ Bob Ragsdale

Bob Ragsdale  
Manager – Regulatory & Policy  
John Staurulakis, Inc.

cc: Beth Choroser, Comcast Cable Communications

DOCUMENT NUMBER-DATE  
02940 APR 16 2010  
FPSC-COMMISSION CLERK

**BEFORE THE PUBLIC SERVICE COMMISSION OF FLORIDA**  
Tallahassee, Florida 32399-0850

In Re: *Approval of the network Interconnection Agreement Negotiated by and between ITS Telecommunications Systems, Inc. and Comcast Phone of Florida, LLC Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996*

**PETITION FOR APPROVAL OF THE NETWORK INTERCONNECTION AGREEMENT NEGOTIATED BY AND BETWEEN ITS TELECOMMUNICATIONS SYSTEMS, INC. AND COMCAST PHONE OF FLORIDA, LLC, PURSUANT TO SECTIONS 251 (a) AND 251(b)(5) OF THE TELECOMMUNICATIONS ACT OF 1996**

ITS Telecommunications Systems, Inc. ("ITS") respectfully files this request with the Florida Public Service Commission for approval of the attached Network Interconnection Agreement (the "Agreement"). The Agreement was negotiated by and between ITS and Comcast Phone of Florida, LLC ("Comcast") pursuant to Sections 251 (a) & (b)(5) of the Telecommunications Act of 1996 ("the Act"). The Agreement provides for the interconnection and mutual exchange of traffic between the two companies' networks. ITS therefore, respectfully requests that the Commission act within the 90 days specified by the Act and approve the Agreement.

In support of its request, ITS states the following:

**THE PARTIES**

1. ITS is an incumbent local exchange carrier authorized to provide local exchange service in Florida.
2. Comcast is a telecommunications carrier that has been granted authority by the Florida Public Service Commission to provide competitive local exchange service in Florida.

## **THE AGREEMENT**

3. ITS and Comcast have successfully negotiated the agreement for the interconnection and mutual exchange of traffic between the two companies' networks. A copy of the Agreement is attached hereto and incorporated herein by reference.

4. ITS and Comcast have entered into this Agreement, pursuant to Sections 251(a) and 251(b)(5) of the Act.

5. Pursuant to Section 252(e) of the Act, ITS is submitting the Agreement to the Florida Public Service Commission for its consideration and approval.

## **COMPLIANCE WITH THE ACT**

6. First, as required by Section 252(e)(2)(a)(i) of the Act, the Agreement does not discriminate against any other telecommunications carrier.

7. Second, the Agreement is consistent with the public interest, convenience, and necessity, as required by Section 252(e)(2)(a)(ii) of the Act.

## **APPROVAL OF THE AGREEMENT**

8. In accordance with Section 252(e) of the Act, the Florida Public Service Commission is charged with approving or rejecting the Agreement between ITS and Comcast within 90 days of its submission. The Act provides that the Florida Public Service Commission may reject such Agreement only if it finds that the Agreement or any portion thereof discriminates against a telecommunications carrier not a party to the Agreement, or if it finds that the implementation of the Agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

9. ITS and Comcast aver that the Agreement is consistent with the standards for approval.

10. Pursuant to Section 252(i) of the Act, once the Agreement is approved, ITS will make the entire Agreement available to any similarly situated competitive local exchange carrier.

11. ITS respectfully requests that the Florida Public Service Commission approve the Agreement negotiated between the parties without revision as expeditiously as possible consistent with the public interest.

This 16th day of April 2010.

Respectfully submitted,

By: s/ Bob Ragsdale  
Bob Ragsdale  
John Staurulakis, Inc.  
On Behalf Of:  
ITS Telecommunications Systems, Inc.

CERTIFICATE OF SERVICE

I, Bob Ragsdale, hereby certify that I have served a copy of the foregoing Petition for Approval of the Network Interconnection Agreement on the following *via* United States Mail:

Beth Choroser  
Comcast Cable Communications  
1500 Market Street  
10<sup>th</sup> Floor West Tower  
Philadelphia, PA 19102

s/ Bob Ragsdale  
Bob Ragsdale

**INTERCONNECTION AGREEMENT**  
**BY AND BETWEEN**  
**ITS TELECOMMUNICATIONS SYSTEMS**  
**And**  
**COMCAST PHONE OF FLORIDA, LLC**

## TABLE OF CONTENTS

|           |   |
|-----------|---|
| <b>1</b>  | <b>Purpose</b>                              |
| <b>2</b>  | <b>Term of the Agreement</b>                |
| <b>3</b>  | <b>Termination of the Agreement</b>         |
| <b>4</b>  | <b>Contact Exchange</b>                     |
| <b>5</b>  | <b>Amendments</b>                           |
| <b>6</b>  | <b>Assignment</b>                           |
| <b>7</b>  | <b>Authority</b>                            |
| <b>8</b>  | <b><i>INTENTIONALLY LEFT BLANK</i></b>      |
| <b>9</b>  | <b>Billing and Payment</b>                  |
| <b>10</b> | <b>Compliance with Laws and Regulations</b> |
| <b>11</b> | <b>Confidential Information</b>             |
| <b>12</b> | <b>Fraud</b>                                |
| <b>13</b> | <b>Dispute Resolution</b>                   |
| <b>14</b> | <b>Entire Agreement</b>                     |
| <b>15</b> | <b>Expenses</b>                             |
| <b>16</b> | <b>Force Majeure</b>                        |
| <b>17</b> | <b>Good Faith Performance</b>               |
| <b>18</b> | <b>Governing Law</b>                        |
| <b>19</b> | <b>Headings</b>                             |
| <b>20</b> | <b>Independent Contractor Relationship</b>  |
| <b>21</b> | <b>Law Enforcement Interface</b>            |
| <b>22</b> | <b>Liability and Indemnity</b>              |
| <b>23</b> | <b>Joint Work Product</b>                   |
| <b>24</b> | <b>Multiple Counterparts</b>                |
| <b>25</b> | <b>No Third Party Beneficiaries</b>         |
| <b>26</b> | <b>Notices</b>                              |
| <b>27</b> | <b>Impairment of Service</b>                |
| <b>28</b> | <b>Change in Law</b>                        |
| <b>29</b> | <b>Regulatory Approval</b>                  |
| <b>30</b> | <b>Taxes and Fees</b>                       |
| <b>31</b> | <b>Trademarks and Trade Names</b>           |
| <b>32</b> | <b>Non-Waiver</b>                           |
| <b>33</b> | <b>Bankruptcy</b>                           |
| <b>34</b> | <b>Retail Provider Notification</b>         |

## GLOSSARY

### ATTACHMENTS:

- Interconnection Attachment
- Local Number Portability Attachment
- Ancillary Services Attachment
- Preordering, Ordering, Maintenance and Repair Attachment
- Pricing Attachment



## INTERCONNECTION AGREEMENT

THIS AGREEMENT (“Agreement”) is effective as of thirty (30) days after the last signature date, subject to approval by the Florida Public Service Commission (the “Effective Date”), by and between ITS Telecommunications Systems, Incorporated (“ILEC”) with offices at 15925 S.W. Warfield Boulevard, Indiantown, FL 34956 and Comcast Phone of Florida, LLC (“CLEC”) with offices at One Comcast Center, Philadelphia, PA 19103. This Agreement may refer to either ILEC or CLEC or both as a “Party” or “Parties.”

WHEREAS, ILEC is an incumbent local exchange carrier, as defined in Section 251(h) of the Act (47 U.S.C. § 251(h)), authorized to provide Telecommunications Services in the State of Florida; and

WHEREAS, CLEC is a competitive local exchange telecommunications company authorized to provide Telecommunications Services in the State of Florida and

WHEREAS, the ILEC asserts that it is a rural telephone company as defined in Section 3(37) of the Act (47 U.S.C. § 153(37)). By voluntarily entering into this Agreement, ILEC, as a rural telephone company, is not waiving its exemption under Section 251(f) of the Act from the provisions Section 251(c) of the Act

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and CLEC agree as follows:

### 1. Purpose

- 1.1 The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform to each Party’s obligations under §§ 251(a) and (b) of the Act.. Neither Party shall waive any right it may have under law to challenge, defend or enforce any duty or obligation under this Agreement in the appropriate forum.
- 1.2 Neither Party has an obligation to establish interconnection service arrangements to enable the other Party to exchange solely Information Services traffic; provided however, pursuant to 47 C.F.R. §51.100(b), either Party may offer Information Services over the same interconnection arrangement established under this Agreement, so long it is offering Telecommunications Services Traffic through the same arrangement as well. The Parties agree that the traffic a Party sends to the other Party for termination is Telecommunications Traffic regardless of the status of the Retail Provider. The FCC has not yet classified VoiP originated traffic as a Telecommunications Service or an Information Service. For purposes of this Agreement VoiP originated traffic shall be treated in the same manner as other voice traffic.

- 1.3 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to exchange only interexchange toll traffic with ILEC. CLEC agrees that it is requesting and will use this arrangement for the primary purpose of exchanging Local/EAS and ISP-Bound Traffic, and that the exchange of toll interexchange traffic will be subject to the interconnection and traffic exchange terms in this Agreement, and the respective provisions of each Party's respective access tariffs. Both Parties will route interexchange toll traffic to an IXC.
- 1.4 CLEC or ILEC may provide services, including but not limited to Wholesale Services interconnection and numbering services, to a Retail Provider. Provision of such services to a Retail Provider does not diminish the Parties' obligation to comply with this Agreement.

## **2. Term of the Agreement**

- 2.1 This Agreement will commence upon the Effective Date and has an initial term of two (2) years.
- 2.2 The Parties agree that no earlier than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to the expiration of this Agreement, either Party will have the right to request the negotiation of a subsequent agreement. If a Renegotiation Request, as defined below, is not received by a Party, this Agreement shall automatically renew for one (1) year terms. Requests for renegotiation must be in the form of a written notice to the other Party ("Renegotiation Request") pursuant to the Notices Section 26 of this Agreement. If a Party requests the negotiation of a subsequent agreement and the Parties are unable to negotiate a subsequent agreement within one hundred thirty-five (135) days after receipt of the Renegotiation Request, either Party may petition the Commission to establish appropriate terms, conditions and prices for the subsequent agreement pursuant to Section 252 of the Act (47 U.S.C. § 252). During the pendency of any proceedings initiated by a Party under Section 252 of the Act and until the Commission issues its decision approving the subsequent agreement resulting from such proceedings, this Agreement shall continue in effect and the Parties will continue to provide services to each other pursuant to the terms of this Agreement.
- 2.3 If no proceeding is initiated by a Party pursuant to Section 252 of the Act, but the Parties continue beyond the expiration date of this Agreement to negotiate the subsequent agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party; provided, however, that this Agreement cannot be terminated prior to ninety (90) days after the original expiration date.
- 2.4 In the event that either Party terminates the Agreement following its conversion to a month-to-month term, except in the case of termination as a result of either Party's default or for termination as otherwise provided herein, the Parties shall

continue to offer all services previously available under this Agreement pursuant to:

- 2.4.1 A new agreement voluntarily entered into by the Parties, pending approval by the Commission;
  - 2.4.2 An existing agreement between ILEC and another carrier adopted by CLEC for the remaining term of that agreement; or
  - 2.4.3 If neither 2.4.1 or 2.4.2 apply, each Parties then current applicable Tariff or rate sheets
- 2.5 If the Agreement has not been implemented by CLEC within six (6) months after the Effective Date, then either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. If CLEC receives a notice to terminate this Agreement as prescribed above and CLEC responds to ILEC within fifteen (15) days of receipt of notice, ILEC and CLEC will discuss CLEC's status of operations before terminating the Agreement. If the Parties cannot agree that CLEC can continue operations, then it shall be resolved in accordance with the Dispute Resolution provisions in Section 13 of this Agreement. If CLEC does not respond to the ILEC's notice of termination, the ILEC shall have the right to immediately terminate this Agreement upon the expiration of the fifteen (15) day notice period provided above.
- 2.6 Once the Agreement has been implemented, if CLEC ceases the exchange of traffic for a period exceeding ninety (90) days, then ILEC reserves the right to terminate the Agreement upon thirty (30) days written notice to the CLEC. If CLEC receives a notice to terminate this Agreement as prescribed above and CLEC responds to ILEC within fifteen (15) days of receipt of notice, ILEC and CLEC will discuss CLEC's status of operations before terminating the Agreement. If the Parties cannot agree that CLEC can continue operations, then it shall be resolved in accordance with the Dispute Resolution provisions in Section 13 of this Agreement. If CLEC does not respond to the ILEC's notice of termination, the ILEC shall have the right to immediately terminate this Agreement upon the expiration of the fifteen (15) day notice period provided above.
- 2.7 If CLEC provides written notice to ILEC pursuant to Section 26 of this Agreement that it has ceased providing Telecommunications Services in the ILEC's local service area, then ILEC reserves the right to terminate this Agreement upon receipt of notice from CLEC.
- 2.8 ILEC may also utilize any information confirmed by a state authority including, but not limited to, the Commission, the Secretary of State, or a court of competent jurisdiction in concluding that CLEC is no longer providing Telecommunications

Services in ILEC's local service area and pursuant to Section 26 of this Agreement issue a notice of termination of this Agreement. If CLEC receives a notice to terminate this Agreement as prescribed above and CLEC responds to ILEC within fifteen (15) days of receipt of notice, ILEC and CLEC will discuss CLEC's status of operations before terminating the Agreement. If the Parties cannot agree that CLEC can continue operations, then it shall be resolved in accordance with the Dispute Resolution provisions in Section 13 of this Agreement. If CLEC does not respond to the ILEC's notice of termination, the ILEC shall have the right to immediately terminate this Agreement upon the expiration of the fifteen (15) day notice period provided above.

### **3. Termination of the Agreement**

#### **3.1 Termination Upon Default**

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 sixty (60) calendar days of receipt of written notice thereof. Default means any one or more of the following:

- 3.1.1 A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party, or when an involuntary petition in bankruptcy is filed and not dismissed within thirty (30) Days; or
- 3.1.2 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
- 3.1.3 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without the necessary consent required under Section 6 of this Attachment.
- 3.1.4 A Party is adjudicated to not be a Telecommunications Carrier in a final and nonappealable order under the Act by the Commission or a court of competent jurisdiction.
- 3.1.5 A Party is adjudicated to not be a common carrier in a final and nonappealable order by the Commission or a court of competent jurisdiction.

### 3.2 Liability Upon Termination

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.

## 4. Contact Exchange

Each Party agrees that it shall be the other Party's sole contact for all services provided hereunder on behalf of a Retail Provider. The Parties agree to exchange and to update contact and referral numbers for all purposes herein, including but not limited to order inquiry, number porting, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

## 5. Amendments

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

## 6. Assignment

This Agreement shall be binding upon the Parties and shall continue to be binding upon such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers its facilities used to provide services under this Agreement to a third party, unless the non-transferring Party reasonably determines that the legal structure of the transfer vitiates any such need, the transferring Party will require, as a condition of such transfer, that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld, conditioned or delayed, provided that either Party may assign this Agreement to a corporate Affiliate or to an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, successors in interest and assigns.

**7. Authority**

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents that he or she has had the opportunity to consult with legal counsel of his or her choosing.

**8. INTENTIONALLY LEFT BLANK**

**9. Billing and Payment**

9.1 In consideration of the services and facilities provided under this Agreement, each Party shall bill the other Party on a monthly basis all applicable charges set forth in this Agreement or, if not set forth herein, in their respective applicable tariff(s). The Party billed (“Billed Party”) shall pay to the invoicing Party (“Billing Party”) all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday, or a designated bank holiday, payment shall be made by the next business day. Neither Party shall back bill the other Party for services provided under this Agreement that are more than one (1) year old or that predate this Agreement. If a Party fails to bill for a service within one (1) year of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party.

9.2 Billing Disputes Related to Unpaid Amounts

9.2.1 If any portion of an amount invoiced to a Billed Party under this Agreement is subject to a bona fide dispute between the Parties, the Billed Party may withhold payment of the disputed amount and notify the Billing Party it is withholding a disputed amount and the amount it is disputing (“Disputed Amount”). Within ninety (90) days of its receipt of the invoice containing such Disputed Amount, the Billed Party shall provide the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts on the invoice to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Billed Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Florida’s applicable law. In addition, the Billing Party may suspend terminating traffic for the Billed Party if Disputed Amounts resolved to be due to the Billing Party are not paid within ninety (90) days after they are determined to be due, provided the Billing Party has given the Billed Party an additional thirty (30) days written notice and opportunity to cure the default. Such termination is subject to termination procedures as required by Applicable

Law and Commission Rules. If the dispute is resolved such that payment is not required, the Billing Party will issue the Billed Party a credit for the Disputed Amounts on its next invoice following the date of resolution of the dispute.

- 9.3 Except for Disputed Amounts pursuant to Section 9.2 herein, the following shall apply:
- 9.3.1 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Florida's applicable law.
- 9.3.2 If payment of undisputed amounts is not received thirty (30) days from the bill date, the Billing Party may provide written notice to the Billed Party that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the thirtieth (30<sup>th</sup>) day following the date the Billed Party receives said notice. If the Billing Party does not refuse additional applications for service on the date specified in the notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter refuse additional applications for service without further notice.
- 9.3.3 If the Billed Party fails to make any payment following the notice under Section 9.3.2, the Billing Party may thereafter, on thirty (30) days prior written notice to the Billed Party (the "Discontinuance Notice"), subject to applicable Commission procedures, discontinue the provision of existing services to the Billed Party at any time thereafter unless the Billed Party pays all undisputed amounts due within said thirty (30) day period. Notice shall be as provided in Section 26 below. In the case of such discontinuance, all billed charges, as well as applicable termination charges, if any, shall become due. If the Billing Party does not discontinue the provision of the services involved on the date specified in the Discontinuance Notice, and the Billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to thereafter discontinue the provision of the services to the Billed Party without further notice.
- 9.3.4 If payment is not received within ninety (90) days after the Discontinuance Notice given under Section 9.3.3, the Billing Party may terminate this Agreement.
- 9.3.5 After disconnect procedures have begun, the Billing Party shall not accept any service orders from the Billed Party until all unpaid charges are paid in full and such funds are available to the Billing Party.

#### 9.4 Billing Disputes of Paid Amounts

If any portion of an amount paid to a Billing Party under this Agreement is thereafter subject to a bona fide dispute by the Billed Party ("Disputed Paid Amount"), the Billed Party may provide written notice to the Billing Party of the Disputed Paid Amount, and seek a refund of such amount, at any time prior to the date that is one (1) year after the date of payment of the Disputed Paid Amount ("Notice Period"). If the Billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the Billed Party waives its rights to dispute its obligations to pay such amount, and to seek refund of such amount, absent fraud or willful misconduct by the Billing Party. If it is determined that the Billed Party is entitled to a refund of all or part of the Disputed Paid Amount, the Billing party will, within sixty (60) days after such determination, refund such amount, together with interest from the date written notice of the Disputed Paid Amount was given at the interest rate set forth in Section 9.2.1 hereof.

9.5 Issues related to Disputed Amounts and Disputed Paid Amounts not resolved by the Parties shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

#### 9.6 Audits

9.6.1 Either Party may conduct an audit of the other Party's books and records pertaining 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 subject to the following limitations and parameters: (i) the audit must be preceded by at least thirty (30) days prior written notice to the audited Party; (ii) the audit must be subject to the reasonable scheduling requirements and limitations of the audited Party, and must be conducted at single location designated by the audited party; (iii) except as otherwise provided in Section 9.6.2, the auditing Party will assume the entire cost and expense of the audit unless there is a discrepancy found that is over 10% then the audited Party shall pay for the audit; (iv) the audit must be of a reasonable scope and duration, as mutually agreed by both parties; (v) the audit must not interfere with the audited Party's business operations; and (vi) the audit must be performed in compliance with the audited Party's security rules.

9.6.2 Each party shall bear its own expenses in connection with the production of books and records necessary to conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 9.6, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not



created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit.

- 9.6.3 The scope of the audit may include a Party's ability to audit the validity of the billing record CPN, called party number, JIP, and point codes on the billing records. This includes validating that called party number and CPN are physically located in the geographic area associated with the telephone number. The Parties agree to make available all reasonable information requested by the other Party in order to verify call data. Comcast will ensure that all reasonable information will be available by obtaining, as a condition of providing wholesale service to its affiliate, the signaling information and call records necessary to determine that the associated billing is accurate. Comcast shall obtain such information upon ITS invoking an audit.

#### 9.7 Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard Automatic Message Accounting ("AMA") records made within each Party's network. However, each Party may use alternative methods to record and/or validate terminating usage such as SS7 traffic measurement and identification devices. The records shall contain the information to properly assess the jurisdiction of the call including ANI and service provider information necessary to identify the originating company and originating signaling information.

### 10. Compliance with Laws and Regulations

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

### 11. Confidential Information

- 11.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents ("Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party.

Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 11.2 of this Agreement. Nothing herein shall prohibit or restrict a Receiving Party from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration, provided that, if the request or disclosure includes Proprietary Information, the Disclosing Party is first given the opportunity to seek appropriate relief under the provisions of Section 11.2.

- 11.2 If any Receiving Party is required by any governmental authority, or by Applicable Law, to disclose any Proprietary Information, or believes it is necessary to disclose Proprietary Information pursuant to Section 11.1 above, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and no later than ten (10) calendar days prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party may disclose the Proprietary Information within the time required by the governmental authority or Applicable Law, provided that the Disclosing Party has been provided with written notice under this Section 11.2 and protective relief has not been obtained by the Disclosing Party. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.
- 11.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

## 12. Fraud

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account, in cases of fraud by the other Party's End User Customers or on the other Party's End User Customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be implemented so as not to unduly burden or harm one Party as compared to the other.

## 13. Dispute Resolution

The Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction, 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.

### 13.1 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 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 Proprietary 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.

### 13.2 Formal Dispute Resolution.

If negotiations fail to produce an agreeable resolution within ninety (90) days for disputes that do not affect End User Customers exchange of traffic or thirty (30) days for disputes that do affect End User Customers exchange of traffic, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms (including mediation and/or arbitration before the Commission); provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding commercial arbitration. In the case of a commercial arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitrator but shall otherwise pay their own expenses associated with the commercial arbitration.

### 13.3 Continuous Service.

The Parties shall continue providing existing services to each other during the pendency of any dispute resolution procedure (except as otherwise provided in this Agreement), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

## 14. Entire Agreement

This Agreement, together with all exhibits, addenda, schedules and attachments hereto, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event there is a conflict between any term of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

## 15. Expenses

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

## 16. 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 including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the condition resulting from the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume immediately without liability thereafter.

## 17. Good Faith Performance

In the performance of their obligations, the Parties shall act in good faith under this Agreement. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

## **18. Governing Law**

This Agreement shall be governed by and construed and enforced in accordance with the Act and the Commission and FCC's Rules and Regulations as amended, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Florida, without regard to its conflict of laws principles, shall govern.

## **19. Headings**

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

## **20. Independent Contractor Relationship**

Notwithstanding any other provisions of this Agreement, neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CLEC and ILEC, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Party and the other Party's End User Customers or other third parties.

## **21. Law Enforcement Interface**

21.1 In the event a Party receives a law enforcement surveillance request for an End User Customer that is not a customer of the Party the Party shall so advise the law enforcement agency.

## **22. Liability and Indemnity**

### **22.1 DISCLAIMER**

**EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.**

### **22.2 Indemnification**

22.2.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney's fees)

(“Claims”) by End User Customers of the Indemnifying Party and other third parties, for:

(1) damage to tangible personal property or for personal injury proximately caused by the negligence, willful misconduct or intentional acts or omissions of the Indemnifying Party, its employees, agents or contractors or Retail Providers; and

(2) libel, slander, infringement of copyright, or invasion of privacy arising from the content of communications transmitted over the Indemnified Party’s facilities by the Indemnifying Party, its Retail Provider or an End User Customer.

(3) Indemnifying Party’s non-compliance with Applicable Law or this Agreement.

A Party’s indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by, arising out of or in connection with the gross negligence, willful misconduct or intentional acts or omissions of the Indemnified Party.

22.2.2 In addition to the indemnities in Section 22.2.1 above, each Party shall indemnify (“Indemnifying Party”) and hold harmless the other Party (“Indemnified Party”) from and against claims for loss, cost, liability, damage, and expense (including reasonable attorney’s fees) (“Claims”) caused to Indemnified Party by any Retail Provider or other third party contracting, with the Indemnifying Party for use of the services provided by this Agreement, or otherwise using Indemnifying Party to deliver traffic to or receive traffic from Indemnified Party’s facilities, including claims resulting from rate arbitrage, phantom traffic, or failure to provide valid, accurate and complete CPN on all traffic subject to this Agreement so that the Indemnified Party is compensated in full for such exchanged traffic in accordance with the terms of this Agreement. The Indemnified Party will notify the Indemnifying Party of information it has received or discovered which appear to trigger this indemnity obligation and provide back-up to support its concerns. The Indemnifying Party will have thirty (30) days to respond to such concerns, and, to the extent such claims are shown to be valid, shall reimburse the Indemnified Party promptly for all loss incurred by such Party. In addition, the Indemnifying Party shall take immediate steps to prevent future problems from the offending Retail Provider(s) to the extent they can be identified.

22.2.3 The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, the Indemnifying Party will promptly assume the defense of such Claim.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party, after no less than ten (10) days prior notice to the Indemnifying Party, may proceed to defend or settle said Claim and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense of such defense or settlement.

(2) The Indemnifying Party shall consult with the Indemnified Party prior to undertaking any compromise or settlement of any Claim(s), and the Indemnified party will have the right, at its sole option and discretion, to refuse any such compromise or settlement that (in the indemnified Party's sole reasonable opinion) might prejudice the rights of the Indemnified Party, and, at the Indemnified Party's sole cost and expense, to take over the defense, compromise or settlement of such Claim(s); provided, however, that in such event the Indemnifying Party will neither be responsible for, nor will it be further obligated to indemnify the Indemnifying Party from or against, any Claims in excess of the amount of the refused compromise or settlement.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

### 22.3 Limitation of Liability

22.3.1 Except for a Party's indemnification obligations under Section 22.2 herein and a Party's obligations pursuant to Section 1.3 of the Interconnection Attachment, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities in the absence of gross negligence or willful misconduct.

22.3.2 Except as otherwise provided in Section 22 herein and CLEC's obligations pursuant to Section 2.2.5 of the Pre-Ordering, Ordering, Provisioning, Maintenance and Repair Attachment, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct or actions of the other Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

22.3.3 Except for a Party's indemnification obligations under Section 22.2, in no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including, but not limited to, loss of anticipated profits or revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

#### 22.4 Intellectual Property

22.4.1 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third person alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party except that a Party will indemnify and hold harmless the other Party with respect to any switch configurations or methods performed on a Party's switches by that Party for the other Party at the request of the other Party, that are beyond industry standard procedures and such request is objected to by the Party performing the changes for safety or technical reasons.

### 23. Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

### 24. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same document.

### 25. No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether



regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

**26. Notices**

All notices to be given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; or (iii) mailed, postage prepaid, certified mail, return receipt to the following addresses of the Parties:

To: **CLEC**

To: **ILEC**

|   |  |
|---|--|
| <p>Brian Rankin<br/>                 Assistant General Counsel<br/>                 One Comcast Center<br/>                 50<sup>th</sup> Floor<br/>                 Philadelphia, PA 19103</p>   | <p>Ruth Andrews<br/>                 Commercial Services Manager<br/>                 P. O. Box 277<br/>                 15929 SW Warfield Boulevard<br/>                 Indiantown, FL 34596</p>   |
| <p><u>With a copy to:</u><br/>                 Beth Choroser<br/>                 Senior Director of Regulatory Compliance<br/>                 One Comcast Center<br/>                 50<sup>th</sup> Floor<br/>                 Philadelphia, PA 19103</p> | <p><u>With a copy to:</u><br/>                 Mike Abramson Comptroller<br/>                 P.O. Box 398<br/>                 16001 SW Market Street<br/>                 Indiantown, FL 34596</p> |

or to such other address as either Party shall designate by proper notice. Notices will be deemed effectively given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* overnight express mail or personal delivery; or (iii) five (5) days after mailing in the case of certified U.S. mail.

**27. Impairment of Service**

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not materially interfere with or materially impair service over any facilities of such other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over a Party's facilities or create hazards to the employees of either Party or to the public.

**28. Change in Law**

28.1 The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this

Agreement; provided, however, that this Agreement shall remain binding on the Parties.

- 28.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date (“Applicable Rules”). In the event of any (i) final and effective, amendment to the Act, (ii) any effective legislative action that is not overturned, (iii) any effective, final, non-appealable regulatory or judicial order, rule, or regulation, (iv) any final non-appealable decision arising out of the dispute resolution provisions of this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to the pricing, terms and conditions of this Agreement, any of which revises, modifies or reverses the Applicable Rules (individually and collectively, “Change of Law”), then either Party may, to the extent permitted or required by the Change of Law, by providing written notice to the other Party, request that negotiation of an amendment to the Agreement that reflects the Change of Law. Such request for negotiations shall be submitted in good faith, and any subsequent negotiations shall be conducted pursuant to and consistent with Section 252 of the Act to reflect the changes to one, or both, party’s obligations under law that are a result of the Change of Law.

## **29. Regulatory Approval**

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually-acceptable modification of the rejected portion(s).

## **30. Taxes and Fees**

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party’s corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from taxes, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax

exemption. Failure to provide the tax exemption certificate will result in no exemption being available to the purchasing Party until it is provided.

**31. Trademarks and Trade Names**

No patent, copyright, trademark or other proprietary right (the “Marks”) is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party’s Marks, including, but not limited to, in sales, in marketing or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct entities and that each provides a separate service and as such the Parties agree that neither Party may engage in any other activity that results in confusion between its own service and the service of the other Party.

**32. Non-Waiver**

Failure of either Party to insist on the performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

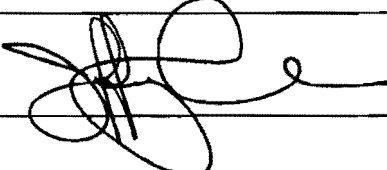
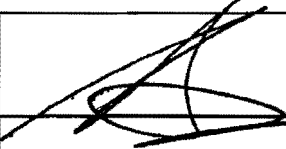
**33. Bankruptcy**

If any voluntary or involuntary petition or similar pleading under any Section or Sections of any bankruptcy act shall be filed by or against a Party, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Party insolvent or unable to pay the Party’s debts, or the Party makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Party or for the major part of the Party’s property, the other Party may, if that Party so elects but not otherwise, and with or without notice of such election or other action by that Party, forthwith terminate this Agreement. Notwithstanding the forgoing, this Agreement shall not be terminated based on an involuntary petition which is less than thirty (30) days old.

**34. Retail Provider Business Arrangements**

CLEC may not use this Agreement to provide interconnection services to a Retail Provider that is a CMRS carrier.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

| ILEC   |   | CLEC   |  |
|--------|---|--------|--|
| By:    |  | By:    |  |
| Name:  | JEFFREY S. LESCLIE  | Name:  | SUSAN JIN DAVIS  |
| Title: | PRESIDENT   | Title: | Vice President - Strategic Partnerships  |
| Date:  | MARCH 16, 2010  | Date:  | MARCH 10, 2010   |

## **GLOSSARY**

### **1. General Rule**

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this Agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

### **2. Definitions**

#### **2.1 ACCESS SERVICE REQUEST (ASR).**

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

#### **2.2 ACT.**

The Communications Act of 1934 (47 U.S.C. § 151 *et. seq.*), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104<sup>th</sup> United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

#### **2.3 AFFILIATE.**

Shall have the meaning as set forth in the Act.

#### **2.4 APPLICABLE LAW.**

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.

#### **2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).**

The signaling parameter which refers to the number transmitted through the network identifying the calling number of the calling Party.

#### **2.6 CALLING PARTY NUMBER (CPN).**

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.7 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes (“NXX”). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.8 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including, but not limited to, an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office / Tandem Office Switch.

2.9 COMMISSION.

The Florida Public Service Commission.

2.10 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network-control data over a digital signaling network separate from the public switched telephone network facilities that carries the actual voice or data content of the call.

2.11 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.12 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.13 DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between CLEC’s switch (or its equivalent) and ILEC’s switch. Such facilities may be CLEC owned, ILEC owned or leased from a third party provider.

2.14 END OFFICE SWITCH OR END OFFICE.

End Office Switch is a switch in which End User Customer station loops are terminated for connection to trunks. The End User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.15 END USER CUSTOMER.

The residence or business subscriber who either produces or receives the information transmitted through the network and is the ultimate user of services.

2.16 END USER CUSTOMER LOCATION.

The physical location of the premises of the End User Customer is the location shown in the ALI database.

2.17 EXCHANGE AREA.

Means the geographic area that has been defined by the Commission for the provision of Telephone Exchange Service.

2.18 FCC.

The Federal Communications Commission.

2.19 ILEC OPERATIONS AND NETWORK PLANNING HANDBOOK (“OPERATIONS HANDBOOK”)

The “Operations Handbook” is the planning document describing technical and operational coordination between the Parties.

2.20 INFORMATION SERVICE.

The term shall be as defined in the Act. (47 U.S.C. § 153(20)).

2.21 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.22 INTERLATA TRAFFIC.

Telecommunications toll traffic that originates in one LATA and terminates in another LATA.

2.23 INTRALATA TRAFFIC.

Telecommunications toll traffic that originates and terminates in the same LATA.

2.24 INTENTIONALLY LEFT BLANK.

2.25 ISDN USER PART (ISUP).

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.26 ISP-BOUND TRAFFIC.

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet Service Provider (ISP) who is physically located in an area within the local/EAS exchange of the originating End User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer's local/EAS exchange will be considered switched toll traffic and subject to access charges. VoIP or IP-Enabled Traffic is not ISP-Bound Traffic.

2.27 JURISDICTIONAL INDICATOR PARAMETER (JIP).

JIP is a six-digit number which provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions Reference Document ATIS-0300011.

2.28 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information Databases owned individually by ILEC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILEC and other entities. A LIDB also contains validation data for collect and third number-billed calls; *i.e.* Billed Number Screening.

2.29 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.30 LOCAL/EAS TRAFFIC.

Local/EAS Traffic is any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area (e.g., Extended Area Service (EAS) exchanges) associated with the originating End User Customer's exchange, as defined and specified in ILEC's General Subscriber Services Tariffs. The terms "Exchange" and "Extended Area Service (EAS)" shall be as defined in ILEC's General Subscriber Services tariff.

2.31 LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning set forth in the Act.

2.32 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.



2.33 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit Central Office code and a 4-digit line number.

2.34 NUMBERING PARTNER

A Numbering Partner is the carrier that is eligible to receive numbers directly from NANPA and that obtains numbering resources on behalf of interconnected Voip providers.

2.35 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.36 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (*i.e.*, the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.37 POINT OF INTERCONNECTION (POI).

The physical location(s) mutually agreed upon and designated by the Parties for the purpose of exchanging Local/EAS Traffic and ISP-Bound Traffic on a technically feasible point on ILEC network. Each Party shall be responsible for all costs on its respective side of the POI.

2.38 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined by the Commission as being associated with a particular NPA/NXX code, which has been assigned to an ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area as defined by the Commission.

2.39 RATE CENTER.

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by the ILEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.

2.40 RETAIL PROVIDER

The third party entity that obtains service pursuant to contract, tariff, affiliate or ownership interest from one of the Parties to this Agreement for sale to an End User Customer. A Retail Provider may or may not have its own facilities and may be either a Telecommunications Carrier or a non-Telecommunications Carrier.

2.41 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). ILEC and CLEC currently utilize this out-of-band signaling protocol.

2.42 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of toll traffic. Switched Access Services include, but may not be limited to, Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.43 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Access Services.

# **Interconnection Attachment**

**DRAFT – FOR DISCUSSION PURPOSES ONLY****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 where each Party provides Telephone Exchange Service to its End-User Customers physically located in the Exchange Area or has a wholesale arrangement with its Retail Provider to provide an equivalent type Telecommunications Service to the End User Customer.
- 1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telecommunications Traffic between the respective End User Customers of the Parties pursuant to Sections 251 (a), and (b) of the Act and the compensation for such facilities and traffic exchanged.

**2. Responsibility for Traffic**

- 2.1 Each Party is responsible for all traffic that it exchanges with the other Party including but not limited to Local/EAS, IP Enabled, ISP Bound and toll traffic. Neither Party shall provision any of its services in a manner that permits the circumvention of applicable switched access charges. Each Party agrees to be responsible and pay for its portion of the Interconnection Facilities, Reciprocal Compensation and Access Charges associated with all traffic that it delivers to the other Party.
- 2.2 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 Tandem Transit Service or Transit Traffic. Except as otherwise provided herein, traffic exchange service provided by either Party is considered to be the provision of end office switching functions. At this time, neither Party is providing Tandem Transit Service, therefore this Agreement does not govern any Tandem Transit Service or Transit Traffic. If, in the future, either Party has a non affiliated third party carrier that subtends its tandem per the LERG that results in the need to provide Tandem Transit Service or Transit Traffic, the Parties agree to amend the Agreement.
- 2.3 The Parties agree that neither Party shall knowingly strip, alter, modify, add, delete, change or incorrectly assign Signaling or Signaling Parameters. A Party may take reasonable steps consistent with generally accepted industry practices to audit to ensure the other Party does not knowingly strip, alter, modify, add, delete, change or incorrectly assign Signaling or Signaling Parameters. Stripped, altered, modified, added,

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

deleted, changed, and/or incorrectly assigned (“Misclassified Traffic”) is prohibited under this Agreement for the purpose of masking the jurisdiction of the traffic. The Parties also acknowledge that, due to the technical nature of call origination, certain traffic may be properly transmitted without all the Signaling and Signaling Parameters pursuant to Section 6 of this Attachment (“Unclassified Traffic”) and shall not be considered Misclassified Traffic.

- 2.4 If a terminating Party determines through reasonable evaluation of their records, call information, traffic data or other information and in good faith in any month that traffic delivered by the originating Party is Misclassified Traffic, the Parties agree to invoke the Dispute Resolution provisions of this agreement in Section 13 of the General Terms and Conditions of this Agreement.
- 2.4.1 To the extent the dispute under this section is resolved in favor of the terminating Party, the originating Party agrees to pay the terminating Party’s intrastate access rates with respect to all Misclassified Traffic.
- 2.4.2 The Party originating traffic that has been determined to be 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.
- 2.5 Following the resolution of a dispute involving Misclassified Traffic, if it is confirmed that a Party continues to deliver the same Misclassified Traffic, that was subject to the dispute, to the other Party which constitutes more than two percent (2%) of the total traffic originated by such Party during any consecutive three (3)-month period, such Party shall be in Default of this Agreement, subject to Section 3 of the General Terms and Conditions of this Agreement. To the extent that the Parties have invoked the Dispute Resolution procedures to determine the proper treatment or quantity of the Misclassified Traffic, a Default shall not occur while such dispute is pending. Each Party shall make a good faith effort to resolve any such pending dispute within a reasonable time period.
- 2.6 Each Party shall take all reasonable steps to correct the causes of misrouted toll traffic, Misclassified Traffic and Unclassified Traffic. Such traffic maybe rerouted to toll trunk groups or properly identified.
- 2.7 Pursuant to Section 9.6 of the General Terms and Conditions of this Agreement each Party shall have the right to audit the other Party’s

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

records to ensure that no traffic is misrouted, misclassified, or is otherwise in circumvention of the appropriate compensation rates.

### **3. Physical Connection**

The Parties shall exchange Local/EAS Traffic and ISP-Bound Traffic over either Indirect or Direct Interconnection Facilities or a Fiber Meet Point between their networks. The Parties agree to connect their respective networks, directly or indirectly, so as to exchange such Local/EAS Traffic and ISP-Bound Traffic, either indirectly or directly through the Point of Interconnection (POI) as described below.

#### **3.1 Indirect Interconnection**

- 3.1.1 Each Party agrees to initially exchange ISP-Bound Traffic and Local/EAS Traffic indirectly with the other Party by exchanging such Traffic through AT&T's Florida ("AT&T") Palm Beach Gardens Tandem (WPBHFLGR02T) until the monthly two-way aggregate volume of such traffic being exchanged by the Parties exceeds 240,000 minutes of use, based on a six month rolling average ("Direct Connection Threshold"). If the Direct Connection Threshold is satisfied, but both Parties agree that direct interconnection is undesirable, then the Parties shall continue to exchange Local/EAS Traffic and ISP-Bound Traffic indirectly. Notwithstanding the foregoing, after the Direct Connection Threshold is satisfied, if either Party desires direct interconnection, then direct interconnection shall be mandatory.
- 3.1.2 For ISP-Bound Traffic and Local/EAS Traffic being exchanged indirectly, each Party acknowledges that it is the originating Party's responsibility to enter into the appropriate arrangements with AT&T or such other carrier to which both Parties' networks are directly interconnected. This arrangement for indirect interconnection will be subject to renegotiation: (1) if AT&T changes tandem homing arrangements; or (2) if due to change in law or regulation, AT&T no longer offers indirect interconnection through its Tandem; or (3) if for reasons beyond the control of the Parties AT&T no longer offers transiting service.
- 3.1.3 The Party originating Local/EAS Traffic and ISP-Bound Traffic that is routed indirectly through AT&T or such other carrier to which both Parties' networks are directly interconnected shall bear all charges payable for services subject to such traffic and shall bear the cost of all facilities necessary to deliver such traffic to AT&T or such other carrier to which both Parties' networks are directly interconnected.
- 3.1.4 Local/EAS Traffic and ISP-Bound Traffic exchanged by the Parties indirectly through a transiting carrier shall be subject to the same reciprocal compensation as provided in Section 4.2.

3.2 Direct Interconnection

- 3.2.1 At such time as either Party requests Direct Interconnection as provided in Section 3.1.1, Direct Interconnection Facilities between the Parties' networks shall be established as follows: Within thirty (30) days of either Party receiving a request for Direct Interconnection Facilities, CLEC shall either place an order for Direct Interconnection Facilities or notify ILEC of its desire to establish a Fiber Meet Point to accommodate the direct interconnection. Both Parties shall provide resources to support normal installation intervals for the Direct Interconnection Facilities or implementation of a Fiber Meet Point, including testing. If either Party expects that installation will be delayed for reasons beyond their control, the Party causing the delay will notify the other Party of such expected delay and provide the reason for the delay. If the direct connection threshold is met during the Term of this Agreement, in addition to the direct interconnection options in Section 3.3 below, the Parties agree to work cooperatively to discuss the use of other mutually agreeable direct interconnection options.
- 3.2.2 Except in the case of a fiber meet and for purposes of this agreement, the Parties agree that the Point of Interconnection (POI) shall be the ILEC's end office switch (INTWFLXADS1), unless otherwise mutually agreed by the Parties. The Parties shall utilize dedicated transport facilities between the POI and their networks. Additional POIs may be established at locations on the ILEC network by mutual agreement. In selecting an additional POI, both Parties will act in good faith and select a point that is reasonably efficient for each Party. If the Parties are unable to agree upon the location of the additional POI, then the additional POI shall be determined pursuant to the Dispute Resolution provisions of this Agreement.
- 3.2.3 The POI is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between ILEC and CLEC for the exchange of Local/EAS and ISP-Bound traffic. The POI also establishes the demarcation point to delineate each Party's financial obligations for facility costs.
- 3.2.4 The Direct Interconnection Facilities shall be provisioned as two-way interconnection trunks, where technically feasible. The Parties will mutually coordinate the provisioning and quantity of trunks. The supervisory signaling specifications, and the applicable network channel interface codes for the Direct Interconnection Facilities, shall be the same as those used for Feature Group D Switched Access Service, as described in ILEC's applicable Switched Access Services tariff.

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

3.2.5 ILEC and CLEC may utilize existing and new Direct Interconnection Facilities procured in any wireline capacity for the mutual exchange of Local/EAS Traffic, ISP-Bound Traffic and toll traffic. Separate trunks shall be provisioned on the Direct Interconnection Facilities according to Section 2.3.1 and Section 2.3.2. If CLEC is purchasing a Direct Interconnection Facility of a DS3 or greater capacity, the charges for the Direct Interconnection Facility shall be apportioned based on the jurisdiction of the trunks provisioned on that facility.

**3.3 Direct Interconnection Facilities****3.3.1 Local Interconnection Trunks**

3.3.1.1 The Parties will establish a separate 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 and ISP-Bound Traffic exchanged between them will be on trunks exclusively dedicated to such Traffic. Neither Party will terminate IntraLATA or InterLATA toll traffic or originate untranslated traffic to service codes (e.g., 800, 888) over Local Interconnection Trunks.

3.3.1.2 If the Parties’ originated 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.

**3.3.2 Toll Trunks**

3.3.2.1 Toll traffic shall not be routed on the Local Interconnection Trunks. Separate trunk groups for such Toll and Access Traffic must be established on the Direct Interconnection Facility. Standard access compensation arrangements from the Parties’ respective tariffs will apply to the Access Trunks.

**3.3.3 Other Trunk Types: 911 Trunks**

3.3.3.1 CLEC shall be responsible for establishing all necessary 911 trunks for its End User Customer traffic with the appropriate Public Safety Answering Points. CLEC may purchase transport for such 911 trunks from ILEC subject to applicable Tariff rates.

**3.3.4 Fiber Meet Point**



**DRAFT – FOR DISCUSSION PURPOSES ONLY**

- 3.3.4.1 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 an interconnection point. Unless otherwise agreed, the POI for a Fiber Meet Point Arrangement shall be where the Parties physically interconnect their networks via an optical fiber interface. The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is at the POI.
- 3.3.4.2 If CLEC elects to interconnect with ILEC 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 Traffic and ISP-Bound Traffic via a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. CLEC's fiber optic transmission equipment must be compatible with ILEC's equipment.
- 3.3.4.3 Each Party shall, wholly at its own expense, procure, install and maintain the agreed-upon fiber optic equipment on its side of the Fiber Meet Point.
- 3.3.4.4 The Parties shall agree upon and designate a POI on the ILEC's network as a Fiber Meet Point, and ILEC shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities into the POI with sufficient spare length to reach the fusion splice point at the Fiber Meet Point.
- 3.3.4.5 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, not to exceed 4 hours. For maintenance access to the Fiber Meet Point, applicable rates in the Pricing Attachment to this Agreement will apply for ILEC personnel.
- 3.3.4.6 The Parties shall jointly coordinate and undertake maintenance of the fiber optic transmission system. Each Party shall be responsible for maintaining the components of its own fiber optic transmission system and at their own expense.
- 3.3.4.7 Each Party will be responsible for providing its own transport facilities to the Fiber Meet Point.

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

- 3.5 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks if technically feasible. The dedicated interconnection facilities shall meet the Telcordia BOC Notes on LEC Network Practice No. SR – TSV – 002275.
- 3.6 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 Section 6.5 in the Ordering Attachment.
- 3.7 If CLEC's request requires ILEC to build new facilities (*e.g.*, installing 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.
- 3.8 Interface Types:  
If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties.
- 3.9 Programming:  
It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG.
- 3.10 Equipment Additions:  
Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.
- 3.11 Once Direct Interconnection Facilities are established, both Parties shall route Local/EAS and ISP Bound traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency or temporary equipment failure or temporary overflow or blocking. Should either Party determine that the other Party is routing its originated traffic indirectly via a third party tandem and it is not in the case of an emergency or temporary equipment failure or temporary overflow or blocking, the originating Party agrees to update its routing and translations tables to move such traffic to the Direct Interconnection Facilities within five (5) business days.

**4. Compensation****4.1 Facilities Compensation**

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

- 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 for the transmission and routing of telephone exchange service and exchange access service between the Parties and to interconnect with ILEC's network at the rates contained in the Pricing Attachment of this Agreement.
  - 4.1.4 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.
- 4.2 Traffic Termination Compensation
- 4.2.1 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. Both Parties agree that the traffic is roughly in balance and therefore 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.
  - 4.2.2 To the extent that toll/access traffic is exchanged over the same transport facility established under this Agreement, compensation for toll/access traffic will be in accordance with each Party's access tariffs. In the event that CLEC does not have a filed access tariff for access service, CLEC agrees to utilize rates that do not exceed ILEC's tariffed access rates.
- 4.3 For the purposes of this Agreement, jurisdiction of IP-Enabled Traffic is determined by the physical location of the End-User Customer originating IP-Enabled Traffic, which is the geographical location of the actual Internet Protocol Connection (IPC), not the location where the call enters the Public Switched Telephone Network (PSTN). Signaling information associated with IP-Enabled Voice Traffic must comply with Section 6 of this Interconnection Attachment.

**DRAFT – FOR DISCUSSION PURPOSES ONLY****5. Routing**

- 5.1 Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions.
- 5.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines. The Parties agree that if a Party assigns 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 Telecommunications Traffic for purposes of determining the appropriate compensation mechanism, except in cases where either Party offers a foreign exchange service inside LATA 460 by means of a dedicated facility from the subscriber's physical location to a location within the ILEC's Rate Center. Further, in order for End-User Customers to be considered physically located in the Rate Center such End-User Customers must have valid E911 service with a corresponding record in the serving ALI Database.
- 5.3 Neither Party shall route un-translated traffic to service codes (*e.g.*, 800, 888, 900) over the Local Interconnection Trunks.
- 5.4 N11 Codes: Neither Party shall route N11 codes with non-translated numbers over interconnection facilities.

**6. Signaling**

- 6.1 Accurate Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided. 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 and can be identified in numbering databases and the LERG as an active number.
  - 6.1.1.5 CPN that is associated with the Rate Center of the specific End User Customer Location.
- 6.2 Signaling

The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

signaling and Transaction Capabilities Application Part (“TCAP”) for common channel signaling-based features in the connection of their networks, including all CLASS features and functions to the extent each Party offers such features and functions. If a Party uses a third-party SS7 provider, the Party shall pass such CLASS information to its third-party provider and neither Party can warrant that the third-party will pass such CLASS information. CPN shall be available for at least 95% of the calls. Signaling information shall be shared between the Parties at no charge to either Party. If either Party fails to provide CPN (valid originating information) or JIP on at least ninety five-percent (95%) of total traffic, then such unidentified traffic will, subject to audit, be treated as toll traffic and shall be subject to charges pursuant to the terminating Party’s intrastate tariff. Each Party will provide to the other Party, upon request, information to demonstrate that Party’s portion of no-CPN/no-JIP traffic does not include traffic other than Local Traffic and ISP-bound Traffic. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist in its correction.

**6.3 Signaling Parameters**

ILEC and CLEC are required to provide each other with the proper signaling information (*e.g.* originating accurate CPN, destination called party number, *etc.*) to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be provided including CPN, Charge Number, *etc.* All privacy indicators will be honored. In addition, each Party agrees that it is responsible for ensuring that all CCS signaling parameters are accurate and it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN or JIP. CPN shall, at a minimum, include information that accurately reflects the physical location of the End-User Customer that originated and/or dialed the call. For that originating traffic where a Party’s network is currently capable of providing Jurisdictional Indicator Parameter (“JIP”) data, JIP will be provided by the originating Party. Notwithstanding the foregoing, the Parties recognize that CLEC does not provide JIP on all originating traffic. CLEC agrees to provide JIP to ILEC concurrent with the practice of sending JIP on all traffic to any other local exchange carrier served by the same CLEC switch that serves the ILEC service area.

**7. Network Management****7.1 Protective Controls:**

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

**7.2 Mass Calling:**

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

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.

**7.3 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 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, wherever 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:

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

2.44 TANDEM TRANSIT SERVICE OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on a Party's network, and is transported through the other Party's Tandem to the Central Office of a third party competitive local exchange carrier, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant Tandem to which the originating Party delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Access Service traffic is not Tandem Transit Traffic.

2.45 TARIFF.

Any applicable Federal or State tariff of a Party, as amended from time to time.

2.46 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research. The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.47 TELECOMMUNICATIONS CARRIER.

The term "telecommunications carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing Telecommunications Services.

2.48 TELECOMMUNICATIONS SERVICE.

Telecommunications Service is as defined in 47 U.S.C. § 153(46).

2.49 TELECOMMUNICATIONS TRAFFIC.

"Telecommunications Traffic" is as defined in 47 C.F. R. § 51.701(b)(1) and is traffic subject to reciprocal compensation under 47 U.S.C. § 251(b)(5).

2.50 TELEPHONE EXCHANGE SERVICE.

The term "telephone exchange service" shall have the meaning set forth in 47 U.S.C. § 153 (47) of the Act.

2.51 WHOLESALE SERVICE

A service offered for sale by a Party and purchased by an entity that combines said service, either in whole or in part, into a retail service and offers the retail service to End User Customers.

2.52 WHOLESALE TELECOMMUNICATIONS SERVICE

A Telecommunications Service offered or used as a Wholesale Service.

2.53 VOICE OVER INTERNET PROTOCOL, VOIP, OR INTERCONNECTED VOIP IS AS DEFINED IN 47 C.F.R. SECTION 9.3.

- (i) Enables real-time, two-way voice communications
- (ii) Requires a broadband connection from the user's location
- (iii) Requires Internet protocol-compatible customer premises equipment (CPE); and
- (iv) Permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.



# **Pre-Ordering, Ordering, Provisioning, Maintenance and Repair Attachment**

## **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. The following lists represent pre-order functions that are available. However, in the event any of either Party's pre-ordering and ordering processes conflict with FCC orders or rules, or North American Numbering Council approved recommendations accepted by the FCC, the FCC orders or rules or NANC recommendations accepted by the FCC will apply.
- 1.2. The Parties will provide access to retail Customer Service Record (CSR) and account information for pre-ordering. Such information will include: account billing name and address, number, service address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. 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 release this information. The Party requesting the CSR is responsible for Authorization regardless of whether the End User Customer is dealing directly with the Party or through a Retail Provider.
- 1.3. The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. If applicable the Parties will discuss the development and introduction a change management process. The Parties shall provide such information in accordance with the procedures set out in the handbook or website listed in Section 1.4 of this Attachment, subject to 1.1 above.
- 1.4. Each Party will exchange handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information, including contact information for these functions. Neither Party will submit or process a service order until all contact information is exchanged, such contact information will not be unreasonably withheld. Notwithstanding the foregoing, if there is a conflict between this Agreement and the operational information, this Agreement shall control.
- 1.5. The Parties shall exchange preordering, ordering, provisioning, and maintenance information *via* electronic mail. Parties may mutually agree to add other forms of the information exchange.
- 1.6. The Parties agree not to view, copy, or otherwise obtain access to the End User CSR information of any customer without that End User Customer's permission. 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 audit each other's verification information on access to End User Customer record information. If the audit reveals that the End User Customer record information was obtained without the audited Party having obtained the proper legal authorization, the auditing Party upon reasonable notice to the audited Party may take such corrective action as permitted by state and federal law. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

## 2. ORDERING

### 2.1. Ordering.

- 2.1.1 The New Service Provider (NSP) shall place orders for services by submitting a Local Service Request (LSR) in standard format designated in accordance with industry standards to the Old Service Provider (OSP). An individual LSR will be identified for billing purposes by its Purchase Order Number (PON) or by a mutually agreed to tracking method.
- 2.1.2 The Parties agree that simple port orders may only be rejected if any of the four (4) FCC approved validation criteria on the port order is inaccurate. As defined by the FCC, simple ports: (1) do not involve unbundled network elements (2) involve an account only for a single line (3) do not include complex switch translations (e.g., Centrex, ISDN, AIN service, remote call forwarding, or multiple services on the loop/line (4) do not include a reseller. In addition Parties agree to provide the requested port due date and the SPID of the ordering Party for each port order.
- 2.1.3 Initial and supplemental orders submitted pursuant to this Section 2.1 will be returned to the NSP as valid or rejected within one (1) business day of receipt of the LSR by the OSP. If valid, a Firm Order Confirmation (FOC) will be issued by the OSP. Prior to receipt of an FOC, the order may be supplemented, clarified or cancelled by the NSP without incurring a Service Order Charge. After receipt of a FOC, the NSP shall submit a supplemental service request to change, reschedule, or cancel the accepted LSR. Once a FOC has been sent, the Service Order Charge for the LSR specified in the Pricing Attachment will be paid by the NSP. The OSP will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified, or cancelled.
- 2.1.4 **Invalid/Resubmit.** Incorrect or invalid orders submitted to the OSP will be rejected back to the NSP for correction or clarification, including explanation of the cause for rejection. Resubmitted LSR's will be validated or rejected based upon the supplemental LSR. No charge is incurred by the NSP for any changes to an invalidated LSR.
- 2.1.5 **Reschedule/Change.** Should the NSP modify an order or request a change in the due date, after the NSP has received a FOC from the OSP, the NSP will submit a supplemental LSR with the requested new due date

and/or requested time in the case of a coordinated hot cut and the Service Order Change Charge specified in the Pricing Attachment will be paid by the NSP.

2.1.6 **Expedited Orders.** For expedited service date advancement requests by the NSP, expedited charges will apply for intervals less than the standard four (4) day interval established pursuant to FCC rules and orders and NANC practices accepted by the FCC. The Expedited Due Date Charge specified in the Pricing Attachment will be paid by the NSP.

2.1.7 **Cancel.** Should the NSP submit a supplemental LSR to cancel a previously submitted LSR that had received a FOC from the OSP, then the Service Order Cancellation Charge will be paid by the NSP as specified in the Pricing Attachment.

2.1.7.1 The NSP will notify the OSP of the cancellation of the port as soon as possible and prior to activation. The NSP will submit a supplemental request form to the OSP, via their inter-company interface, in accordance with Section 1.5 indicating cancellation of the porting request. If the Port cancellation is the day of the port, the NSP will call the OSP as soon as possible and prior to activation to cancel the port and the NSP will also submit a supplemental request form to the OSP, via their inter-company interface, in accordance with Section 1.5 indicating cancellation of the porting request.

2.1.7.2 If the OSP receives an unsolicited request directly from the End User Customer to retain the OSP service prior to the activation of the port, and the OSP is permitted to retain the End User Customer, 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 this Section 2.1.7 and Cancellation Charges shall not apply.

2.1.8 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 based on the OSP marketing effort, 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 2.1.7 and neither a Service Order nor a Cancellation Charges shall apply

## 2.2 Provisioning.

2.2.1 The Parties shall provision services during regular working hours. To the extent NSP requests provisioning of service to be performed outside OSP regular working hours, or the work so 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.

## **2.4 Letter of Authorization for Firm Orders.**

- 2.4.1 The Parties agree that they will not submit a firm order to move an End User Customer's service from one Party to the other Party without the End User Customer's permission, and that the requesting Party has verification from the End User Customer *via* third party verification, a Letter of Authorization (LOA), *etc.* that the End User Customer has agreed to the change in service. The OSP will not require End User Customer confirmation prior to establishing service for NSP's End User Customers. The Party submitting the firm order is responsible for obtaining proper authorization regardless of whether the End User Customer is dealing directly with the Party or through Retail Provider.
- 2.4.2 Once the NSP submits an LSR to change an End Users Customer's local exchange service, the End User Customer will be directed by the Parties to deal directly with the NSP on all inquiries concerning their local exchange service. This may include, but is not limited to billing, repair, directory listing, and number portability.
- 2.4.3 If, based on a documented 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 Complaining Party will notify the Changing Party of the End User Customer complaint, and the Changing Party will provide proof that the change was authorized by the End User Customer. If the Changing Party is unable to provide sufficient evidence of the End User Customer's authorization, the Changing Party will investigate and report on the cause of the change. If the Changing Party is unable to provide a reasonable report on the cause, and the complaint is ruled valid by the FCC, the Parties will follow the procedures set out in 47 C.F.R. §64.1100-1195. No charges will be assessed if the Changing Party provides proof that the change was authorized. If such proof as required herein is not provided by the Changing Party, the Changing Party will be responsible for all non-recurring charges associated with restoring the End User Customer to the Complaining Party's local service. In all cases, the Parties will establish or reestablish service for the End User Customer with the correct local service provider. Pending resolution of the complaint, in order to preserve the End User Customer's access to emergency services, local service to the End User Customer will remain with the Party providing local service at the time the complaint was initiated unless otherwise agreed to on a three way call between the Parties and the End User Customer.

## **2.5 Access to Inside Wire.**

- 2.5.1 CLEC is responsible for accessing customer premise wiring without disturbing ILEC's plant or facilities. In no case shall CLEC remove or disconnect the loop facilities or ground wires from ILEC's NIDs, enclosures, or protectors. If CLEC removes a loop in violation of this Agreement, CLEC will hold ILEC harmless for any liability associated with the removal of the ILEC loop or ground wire from the NID. Furthermore, CLEC shall not remove or disconnect NID modules, protectors, or terminals from ILEC NID enclosures.
- 2.5.2 ILEC is responsible for accessing customer premise wiring without disturbing CLEC plant or facilities. In no case shall ILEC remove or disconnect the loop facilities. If ILEC removes CLEC loop in violation of this Agreement, ILEC will hold CLEC harmless for any liability associated with the removal of the CLEC loop.
- 2.5.3 Each Party shall warrant that it is responsible for damages proximately caused by its own Retail Provider to the other Party's plant, facilities or NID resulting from access to the customer premise wiring by that Retail Provider.

### **3 MAINTENANCE AND REPAIR**

- 3.1 The Parties agree to adhere to the procedures for maintenance and repair in their respective operations procedures as referenced in Section 1.4 of this Attachment.
- 3.2 If a Party reports a trouble ("Reporting Party) to the other Party (Serving Party") and no trouble actually exists on the Serving Party's portion of the service ("no trouble found"), the Serving Party will charge the Reporting Party in accordance with the charge set forth in the Pricing Attachment of the Agreement 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 for troubles reported by the Reporting Party is a higher percentage rate than the other similar services offered by the Serving Party, the Reporting 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 Reporting Party. Such request shall not be unreasonably denied. Notwithstanding the foregoing, if a trouble is reported within five (5) business days of a number port, no charges shall apply.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 SERVICE STANDARDS

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

#### 5 RATES

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

#### 6 MISCELLANEOUS

##### 6.1 Customer Transfer.

The NSP will be the single point of contact with OSP for all subsequent ordering activity resulting in additions or changes to services except that as permitted under Applicable Law and pursuant to this Agreement, the OSP will accept a request directly from the End User Customer for conversion of the End User Customer's service from NSP to OSP.

##### 6.2 Misdirected Calls.

6.2.1 The Parties will employ the following procedures for handling any misdirected calls (*e.g.*, Business office, repair bureau, *etc.*):

6.2.1.1 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 competitively neutral manner at no charge.

6.2.1.2 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.

ILEC shall direct misdirected calls from CLEC customers to 800-316-8116.

CLEC shall direct misdirected calls from ILEC customers to 772-597-2111.

6.2.1.3 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.

6.3 Neither Party shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

6.4 Pending LNP Orders.

Incorrect or invalid LNP requests returned to New Service Provider for correction or clarification will be held for thirty (30) calendar days. If New Service Provider does not return a corrected request within thirty (30) calendar days, Old Service Provider will cancel the request and the NSP will be required to submit a new service order.

6.5 Ordering of Direct Interconnection Facilities.

All orders for Direct Interconnection Facilities will be issued using the industry standard Access Service Request (“ASR”) process and will be pursuant to ILECs’ intrastate access tariffs. All ordering and provisioning and maintenance activity for Direct Interconnection Facilities should also follow the applicable industry standards which include: Access Service Ordering Guidelines (ASOG) developed in the Ordering and Billing Forum (OBF) at the Alliance of Telecommunications Industry Solutions (ATIS) and approved North American Numbering Council (NANC) procedures and guidelines concerning Local Number Portability (LNP) processes.



**Local Number Portability (LNP) Attachment**

## Local Number Portability

### 1. General

- 1.1 The Parties will offer service provider local number portability (LNP) in accordance with FCC orders, rules and regulations, and North American Numbering Council (NANC) guidelines and recommendations accepted by the FCC. The term service provider portability has the meaning set forth in 47 CFR 52.21. Location portability, as defined in 47 CFR 52.21, will not be provided by the Parties unless otherwise so ordered by the FCC. The Parties will work cooperatively to implement any FCC ordered location portability in the timeline outlined in the 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.
- 1.2 If either Party's Operations and Network Planning Publications conflict with the FCC's rules and orders, the FCC's rules and orders will prevail.
- 1.3 Number Portability Administration Center  
Each Party is responsible for establishing and maintaining the required regional contracts with the Number Portability Administration Center (NPAC).
- 1.4 N-1 Query.  
For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier responsibilities and perform queries on calls to telephone numbers with portable NXXs. Neither Party shall send un-queried call to the other Party.
- 1.5 Splitting of Number Groups.  
The Parties shall permit blocks of End User Customer 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 to retain DID service on the remaining portion of numbers.
- 1.6 The Parties will set LRN unconditional or 10-digit triggers and the porting Party will remove the trigger no earlier than midnight of the due date unless otherwise ordered by the FCC.
- 1.7 A ten digit trigger 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 Cut (“CHC”) orders, the Party providing service after the port (“New Service Provider” or “NSP”) request a specified time on the desired due date. NSP must indicate a request for CHC on the LNP request form to request a coordinated order. The Party providing the porting service (“Old Service Provider” or “OSP”) will not apply a 10-digit trigger upon porting telephone numbers to NSP network for a coordinated cutover. Labor charges for CHCs are listed in the Pricing Attachment to this Agreement.
- 2.2 If a LNP Coordinated Hot Cut is requested, NSP will be required to call (“Scheduling Call”) the OSP twenty-four (24) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and time. If no call is received from the NSP, it will be assumed that the NSP is not ready and the order will not be completed on the requested due date and time. If NSP does not contact OSP within forty-eight (48) hours from the original due date to reschedule, the order will be canceled.

### **3.0 Late Notification Changes - Due Date, Coordination.**

- 3.1 OSP will proceed with the call to process the conversion (“Conversion Call”) based on the agreement at the Scheduling Call. Policy for late notification of changes in due date and/or coordination time is as follows:
  - 3.1.1 If OSP personnel have to wait more than thirty (30) minutes for NSP to join the Conversion Call for the CHC, then NSP shall be responsible to reimburse LEC for all personnel costs incurred. The charge will be calculated, in half-hour increments, times the loaded hourly compensation rate for each personnel involved in the call.
  - 3.1.2 If NSP contacts OSP to reschedule the CHC after the Scheduling Call, NSP will be responsible to reimburse OSP for all costs incurred to date on the CHC order.
  - 3.1.3 Once the Conversion Call is underway, and personnel from both NSP and OSP are present on the Conversion Call, should NSP incur a problem that would delay the conversion, OSP will provide NSP reasonable time (30 minutes or less) to cure the problem. However, any delay longer than 30 minutes will result in OSP charging NSP for personnel costs incurred. The charge will be calculated based on the delay time, in half-hour increments, times the loaded hourly compensation rate for each personnel involved in the call.

### **4.0 Obligations of Both Parties.**

- 4.1 The NSP 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 the port of the end-user's telephone number to the NSP's switch is complete..

- 4.2 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 who is the code holder or block holder.
- 4.3 Based upon Service Provider Identification (SPID) or Operating Company Number (OCN) of the OSP as verified in NPAC, the NSP is solely responsible for submitting local number portability requests to the OSP even if the OSP is providing service to a Retail Provider.

## **ANCILLARY SERVICES ATTACHMENT**

## **1. 911/E-911 Arrangements**

- 1.1 ILEC utilizes the County's designated 911 vendor, currently AT&T Florida/Intrado for the provision of 911/E-911 services. CLEC is responsible for connecting to the County's designated 911 vendor and populating the ALI 911 database in Martin County. All relations between the County's designated 911 vendor and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of the County's designated 911 vendor.
- 1.2 Neither Party will be liable for errors with respect to the other Party's provision of 911/E-911 services to its End User Customers.

## **2. Street Address Guide (SAG)**

ILEC does not maintain the Martin County Street Address Guide for the geographic area of ILEC and CLEC is responsible for obtaining the SAG from Martin County or their authorized vendor.

## **3. 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.

## **4. Directories**

### Listings and Distribution

- 4.1 Through a third party directory publisher, ILEC publishes alphabetical white pages directories for its geographic local service areas. CLEC wishes to include listing information for its End User Customers in the appropriate ILEC white pages directories and to have such white pages directories distributed to its End User Customers, both published and unpublished. The Parties agree that, pursuant to the terms of this Section 4, CLEC End User Customer listings will be included in the appropriate ILEC white pages directory and directories will be distributed to the CLEC and CLEC's End User Customers.
- 4.2 CLEC represents to ILEC that it has the right to place listings on behalf of its End User Customers. Both Parties are responsible for knowing and adhering to state laws or rulings regarding directory listing information.
- 4.3 Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Inclusion of CLEC's End User Customer listings in a given directory will be in accordance with the directory configuration, scope, and schedules as set forth in ITS's Operations Handbook which shall be provided at least three (3) months prior to the submission due date or within ten (10) days of

execution of this Agreement if such execution is less than three (3) months prior to submission due date.

#### 4.4 Responsibilities of the Parties

For the directory that will be published and distributed annually, CLEC and ILEC agree that:

- 4.4.1 CLEC shall be entitled to one primary listing in ILEC's white pages directory per End User Customer at no cost to CLEC or CLEC's End User Customer. CLEC shall pay ILEC's tariffed charges for additional directory listings for the same End User Customer.
- 4.4.2 ILEC may, in its sole discretion, select a different third party to publish and distribute its directories and will notify CLEC in writing of a change of publishers, which notice will be no more than ten (10) days following the effective date of a change in publishers. Such notice will include known changes that will impact the process by which the CLEC's listings are to be included in the directory publication and distribution. Notwithstanding the foregoing, ILEC agrees that a change in directory publishers will be made no less than three (3) months prior to the date listing information is required for the annual publication of a directory, unless otherwise agreed by the Parties.
- 4.4.3 CLEC will be required to submit directly to the ILEC an Excel file or a file in an agreed to format of the CLEC's directory listings, distribution list and bulk directory order quantity in accordance with specifications pursuant to Section 4.3, for inclusion of CLEC's End User Customers in the ILEC's directory.
- 4.4.4 ILEC will interfile the listings of CLEC's End User Customers with the listings of ILEC's customers.
- 4.4.5 CLEC shall not send to ILEC listing information of its End User Customers who have elected not to have their numbers listed or published including, but not limited to, Family Shelters and Law Enforcement Agencies. Each Party shall be responsible for removing end user customer information from its data base files when the customer's number is ported out of its switch. Each Party is only responsible for providing special handling for their own non-list and non-published numbers for their End User Customers.
- 4.4.6 The cost of such annual directory publication shall be invoiced by the directory publisher to the ILEC. ILEC will then invoice CLEC for all costs and expenses associated with adding CLEC listings to the scheduled annual directory publication and the annual distribution will be assessed by ILEC to CLEC, which charges shall be proportioned based on the volume of directories published and distributed to each Party and each Party's End User Customers. Accordingly, the rate the ILEC charges the CLEC for said service shall be no higher than that which the ILEC incurs from the publisher on a per directory delivered basis. Notwithstanding the

foregoing, ILEC shall not impose additional charges to CLEC or CLEC's End User Customer for directory listings. Neither Party will impede the other Party in its distribution of directories to its respective End User Customers. Each Party is responsible for directory distribution outside of the annual distribution.

#### Directory Errors and Omissions

- 4.5 Except for ILEC or its directory publisher's gross negligence or willful misconduct CLEC hereby agrees to release, defend, hold harmless, and indemnify ILEC from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, or suffered, made, instituted, or asserted by any person arising out of ILEC's and/or its directory publisher's listing of the information provided by CLEC and errors or omissions in CLEC's subscriber listing information hereunder: including but not limited to special, indirect, consequential, punitive or incidental damages. ILEC will not be a party to controversies arising between CLEC's End User Customers and others as a result of listings published in the directory except where such controversies are the result of ILEC or its directory publisher's gross negligence or willful misconduct.
- 4.6 Nothing in this Section 4 shall require or obligate ILEC to provide a greater degree of service to a CLEC End User Customer with respect to directory listings and publishing than ILEC provides to its End User Customers.



**Pricing Attachment**

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:

- |  |                                  |
|--|----------------------------------|
| 1. Direct Trunk Transport Termination: |                                  |
| a) DS1                                 | \$ 59.75 / termination / month   |
| b) DS3                                 | \$ 1200.00 / termination / month |
| 2. Direct Trunk Transport Facility:    |                                  |
| a) DS1                                 | \$ 16.75 / mile / month          |
| b) DS3                                 | \$ 175.00 / mile / month         |
| 3. Non-recurring Installation Charge   | \$ 67.19 / order                 |

B. General Charges:

- |  |                    |
|--|--------------------|
| 1. Manual Service Order Charge**       | \$ 20.00 / request |
| 2. Service Order Cancellation Charge** | \$ 10.50 / request |
| 3. Service Order Change Charge**       | \$ 10.50 / request |
| 4. Expedited Due Date Charge**         | \$ 25.50 / request |
| 5. Technical Labor:**                  |                    |

Install & Repair Technician:

- |  |                 |
|--|-----------------|
| Basic Time (normally scheduled hours)                    | \$ 21.93 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 32.90 / ½ hr |
| *Premium Time (outside of scheduled work day)            | \$ 43.86 / ½ hr |

Central Office Technician:

- |  |                 |
|--|-----------------|
| Basic Time (normally scheduled hours)                    | \$ 23.81 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 35.72 / ½ hr |
| *Premium Time (outside of scheduled work day)            | \$ 47.62 / ½ hr |

LNP Coordinator/Administrative Support

(applicable to LNP Coordinate Hot Cuts:

- |  |                 |
|--|-----------------|
| Basic Time (normally scheduled hours)                    | \$ 15.76 / ½ hr |
| *Overtime (outside normally schld hrs on schld work day) | \$ 23.64 / ½ hr |
| *Premium Time (outside of scheduled work day)            | \$ 31.52 / ½ hr |

- |   |  |
|---|--|
| 6. Rates and Charges for LNP Coordinated ** |  |
| Hot Cut (CHC)                               | Per Sections 2 and 3 of the LNP Attachment, 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.