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**AGREEMENT FOR WIRELINE
NETWORK INTERCONNECTION**

between

Neutral Tandem Inc.

and

Level 3 Communications, L.L.C.

Dated: _____

DOCUMENT NUMBER-DATE

02122 MAR-85

FPSC-COMMISSION CLERK

**AGREEMENT FOR
WIRELINE NETWORK INTERCONNECTION**

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**AGREEMENT FOR
WIRELINE NETWORK INTERCONNECTION**

This Agreement for Wireline Network Interconnection ("Agreement") made this ____ day of June, 2004, is by and between Neutral Tandem, Inc. ("NTI"), and Level 3 Communications, L.L.C. ("Level 3"), NTI and Level 3 shall be referred to collectively as "Parties"). This Agreement is effective as of the ____ day of _____, 2004 (the "Effective Date").

SECTION 1. RECITALS AND PRINCIPLES

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions under which they will interconnect, exchange, transport, and terminate subscriber traffic pursuant to the Act, as defined below, on their respective networks in the states in which both parties are operating so that customers of NTI or other carriers interconnecting with NTI can transit to Level 3's network;

WHEREAS, Level 3 and NTI are duly authorized common carriers engaged in providing local exchange services and other services in various states;

WHEREAS, the Parties have in good faith negotiated, and agreed on interconnection terms and conditions as set forth below; and

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Level 3 and NTI hereby covenant and agree as follows:

SECTION 2. GENERAL DEFINITIONS

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

2.1. "Act" means the Communications Act of 1934 (47 U.S.C. § 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

2.2. "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

2.3. "Access Service Request" ("ASR") means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to identify the specific trunking and facilities request for interconnection.

2.4. "Automated Message Accounting" (AMA) is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE, which defines the industry standard for message recording.

2.5. "Commission" means the Federal Communications Commission and/or applicable state public utility commission with jurisdiction over the territory, service, or subject matter governed under and including this Agreement.

2.6. "CLLI Codes" means Common Language Location Identifier Codes

2.7. "Exchange Message Record" ("EMR") is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document, which defines industry standards for exchange message records.

2.8. "Local Exchange Routing Guide" ("LERG") is a Bellcore reference document used by carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.

2.9. "Point of Interconnection" (POI) means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between NTI and Level 3 for the local interconnection of their networks.

2.10. "Transport and Termination" denotes transmission and switching facilities used for the exchange of traffic between interconnected carrier networks.

SECTION 3. NETWORK INTERCONNECTION

The Parties hereto, agree to establish direct interconnect trunking arrangements between their respective facilities and networks for the transport of Local Traffic (as defined below), Internet Service Provider (ISP)-Bound traffic, IntraLATA and InterLATA toll traffic, when the traffic reaches a DS1 level, as follows:

3.1 NTI will establish direct 2-way trunk connections for the delivery of combined Local Traffic and intraLATA Toll Traffic and InterLATA Toll Traffic using the following configuration:

3.1.1 The Parties may mutually agree to any of the following methods for direct interconnection:

- (a) a physical collocation facility established separately by a Party or by a third party with whom NTI or Level 3 has contracted for such purposes;
- (b) an entrance facility and transport (and any necessary multiplexing) provided by or leased from a Party or a third party, pursuant to its effective Tariff;
- (c) any other mutually-agreed to arrangement, as negotiated by the Parties.

3.2 POIs. The Parties will interconnect their networks as mutually agreed and specified in Attachment C hereto. POIs may only be modified by mutual written agreement of the Parties. Furthermore, each Party will be responsible for engineering and maintaining its network on its side of the POI. Each Party shall provide its own facilities or purchase necessary transport for the delivery of traffic to the POI.

3.3 Performance Standards. The Parties mutually agree that all interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning-forecasting meetings. The Parties further agree that all equipment and technical interconnections will be in conformance with all generally accepted industry standards, including all applicable Bellcore Technical Publications with regard to facilities, equipment, and services. All interconnection facilities shall meet industry standards of engineering, design and operation, and the grade of service for all facilities between the Parties shall be engineered to achieve P.01 grade of service during the average busy hour based upon mutually agreed engineering criteria.

3.4 Network Management Contacts. Each Party shall make available a network management contact twenty-four (24) hours per day, seven (7) days per week, to facilitate trouble reporting and respond to other network problems and shall list a management network contact on Attachment A to this Agreement.

3.5 Testing and Trouble Responsibilities

3.5.1 Level 3 and NTI agree that NT will be responsible for all maintenance and repair of trunks/trunk groups. The Parties agree to:

3.5.1.1 Cooperatively plan and implement coordinated repair procedures for the interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

3.5.1.2 Advise the other of any critical nature of inoperative facilities, service and arrangements and any need for expedited clearance of the trouble.

3.5.1.3 Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.

3.5.1.4 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

3.5.1.5 Use its reasonable efforts to isolate the trouble to the other Party's facilities before reporting a trouble condition to the other Party.

3.5.1.6 Immediately report to each other any equipment failure that may affect the interconnection trunks.

SECTION 4. RESPONSIBILITIES RELATED TO THE EXCHANGE OF INDIRECT TRAFFIC

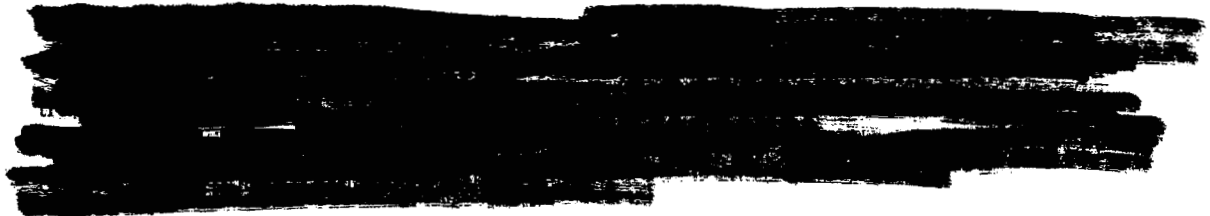
When NTI delivers to Level 3 exchange traffic on an indirect basis originated by other carriers, the following terms shall govern:

4.1 Each Party shall be responsible for ensuring that it has adequate facilities in place to connect its network to the other Party in order to carry the traffic sent by other carriers with which it is directly or indirectly interconnected and shall bear its own costs associated therewith.

4.2 NTI acknowledges that it is its responsibility to enter into interconnection or transiting arrangements with the third parties providing traffic to NTI for its transit services. NTI shall be responsible for payment of any charges (including, without limitation, switching and transport charges) assessed by the ILEC or other third Party for use of the applicable network for transiting local traffic ("Transit Traffic") as defined below.
4.3 Each Party is responsible for the transport of

originating calls from its network customers to its point of interconnection with the other Party.

4.4 Level 3 reserves the right to either require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll) interstate access usage and CMRS, if applicable or to use the carrier's actual usage reporting. Level 3 reserves the right to measure and audit all traffic to ensure that proper rates are being applied. The Parties agree to work together to insure the necessary traffic data required for sampling purposes is available for such audit.



4.6 Level 3 agrees to terminate, in accordance with the terms of this Agreement, local traffic ("Transit Traffic") as defined in this section transiting NTI's network destined for one of the Level 3's customers. "Transit Traffic" means any traffic that (i) is originated by an end user of one of NTI's carrier customers and (ii) transits from NTI's tandem to Level 3 and (iii) terminates to the end user of the Level 3 or one of its carrier customers within the applicable incumbent local exchange carrier's ("ILEC's") then-current local serving area. Transit Traffic shall include Extended Area Service ("EAS") and ISP-bound traffic for all purposes under this Agreement. Transit Traffic shall include "VoIP Traffic" which is voice traffic that either originates from or terminates to a Party's customer in an Internet Protocol ("IP") format. Such calls must undergo, on an end-to-end basis, a net protocol conversion (*i.e.*, TDM-to-IP in the case of terminating IP traffic or IP-to-TDM in the case of originating IP traffic) in order to be considered VoIP traffic. All Transit Traffic terminated by NTI to Level 3 shall be shall be compensated as outlined in Attachment B.

SECTION 5. RESPONSIBILITIES ASSOCIATED WITH TERMINATION OF NTI ORIGINATING TRAFFIC

The provisions of this Section 5 apply only in the event NTI begins to originate traffic directly from its own end users versus its current operations involving terminating traffic originated by third party carriers.

5.1 Local, IntraLATA and InterLATA Traffic. Level 3 agrees to terminate, in accordance with the terms of this Agreement, Local Traffic (as defined in this section), IntraLATA and InterLATA toll traffic originating on or transiting by NTI's network and that is destined for one of the Level 3's

customers. "Local Traffic" means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within the applicable incumbent local exchange carrier's ("ILEC's") then-current local serving area. Extended Area Service ("EAS") and ISP-bound traffic shall be considered Local Traffic for all purposes under this Agreement. Additionally, Local Traffic shall mean "VoIP Traffic" which is voice traffic that either originates from or terminates to a Party's customer in an Internet Protocol ("IP") format. Such calls must undergo, on an end-to-end basis, a net protocol conversion (*i.e.*, TDM-to-IP in the case of terminating IP traffic or IP-to-TDM in the case of originating IP traffic) in order to be considered VoIP traffic.

5.2 Responsibilities Related to the Delivery of Traffic and Interconnection Compensation Mechanisms

5.2.1 NTI is responsible for bringing its facilities to the POI.

5.3 Recording and Billing.

5.3.1 Usage Measurement

5.3.1.1 Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.

5.4 **Billing and Call Recording.** The Parties shall each perform the necessary call recording and rating for its respective portions of an interchanged call. Each Party shall also be responsible for billing and collection from its respective subscribers the charges those subscribers incur through their use of the other Party's system. Each Party shall use generally accepted measurement procedures for purposes of providing invoices to the other Party pursuant to this Agreement.

SECTION 6. RESPONSIBILITIES ASSOCIATED WITH TERMINATION OF LEVEL 3 TRANSIT TRAFFIC

6.1 NTI shall provide Level 3 Transit Services, as defined in the Attachment B, pursuant to the applicable NT tariffs, but in the case of any inconsistency, this Agreement, including Attachment B, shall take precedence over any applicable tariff. Each Party acknowledges Level 3

shall pay NT a transit service charge as set forth in Attachment B for traffic originated by Level 3 (or one of its carrier customers) and delivered to NT for transport to a third party carrier interconnected to the NT tandem.

- 6.2 Each Party is responsible for bringing its facilities to the POI identified in Attachment C.

SECTION 7. CHARGES AND PAYMENTS

In consideration of the services provided under this Agreement, each Party shall pay the charges due the other Party as follows:

7.1 Subject to the terms of this Agreement, the paying Party shall pay the other Party within thirty (30) days from the billing date shown on the bill all amounts owed or, in the event of a dispute, all undisputed amounts. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

7.2 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

7.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall follow the dispute resolution process reflected in Section 8 hereto.

SECTION 8. AUDIT

8.1 Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours only on any records, accounts and processes, which contain information directly related to the provision of the services provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12-month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to

be performed as follows: (i) following at least 45 days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense, including, but not limited to, the expense of any special data extractions; (iv) of a reasonable scope, time, place, manner and duration all of which is to be agreed upon by the Parties; (v) in a manner so as not to interfere with the audited Party's business operations. All information obtained in an audit shall be considered Confidential Information subject to the Nondisclosure provisions of this Agreement, regardless of whether the information has been marked as such.

SECTION 9. DISPUTE RESOLUTION

9.1 Alternative Dispute Resolution. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement (except for disputes exclusively governed by the FCC or a state regulatory commission). Venue and jurisdiction for this dispute resolution shall be in New York, New York.

9.2 Initial Negotiations and Mediation. At the written request of a Party commencing the dispute resolution process, each Party shall within five (5) days of the request appoint a business representative at least at the level of vice president to meet and negotiate in good faith to resolve the dispute for a period of sixty (60) days after the request. Such discussion shall be treated as confidential information developed for purposes of settlement.

9.3 Arbitration Procedures. If the negotiations do not resolve the dispute within sixty (60) days after the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator, knowledgeable about the telecommunications industry, pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the Parties may agree. The Parties shall agree upon reasonable discovery procedures. The arbitration hearing shall be commenced within forty-five (45) days after the demand for arbitration and shall be held in a mutually agreeable location. The arbitrator shall control the scheduling so as to process the matter expeditiously. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The decision of the arbitrator shall be final and binding upon the Parties and the judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

9.4 Arbitration Costs. The Parties shall split the costs and fees of the arbitration and the arbitrator, and each Party shall bear its own costs of the arbitration procedures.

9.5 Matters within FCC or State Regulatory Commission Jurisdiction. As reflected in Section 8.1 above, as to those matters which are exclusively within the jurisdiction of either the FCC or applicable State Regulatory jurisdiction, the Parties may avail themselves of any remedy available at either law or equity. Notwithstanding anything to contrary, the Parties agree that issues related to the lawfulness of interconnection related terms and conditions, including charges thereof, remain the within the jurisdiction of FCC and State Regulatory Commissions, and neither Party waives any rights to seek review of the terms herein.

SECTION 10. FORCE MAJEURE

Neither Party shall be held liable for any delay or failure to perform hereunder (other than the payment of money) to the extent that the delay or failure is due to (a) the other Party's delay in supplying or failure to supply approvals, information, materials or services called for under the terms of this Agreement or (b) causes beyond the control of that Party including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, epidemics, quarantine restrictions, freight embargoes, work stoppages or any other cause whatsoever kind arising without that Party's fault. In the event of a force majeure condition affecting either Party, both Parties shall cooperate as appropriate to perform their obligations under this Agreement and shall act as quickly as reasonably possible to remedy the force majeure condition.

SECTION 11. TERM AND TERMINATION

11.1 Term. The initial term of this Agreement shall be one (1) year from the Effective Date of this Agreement ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1) month periods (each, a "Renewal Term") unless a Party delivers to the other Party written notice of termination of this Agreement at least thirty (30) days prior to the expiration of the Initial Term or a Renewal Term. The Initial Term and all Renewal Terms, together, are sometimes referred to as the "Term".

11.2 Termination for Default. When a Party believes that the other Party is in violation of a material term or condition of this Agreement ("Defaulting Party"), it shall provide written notice to the Defaulting Party of such violation. If the material default condition is not remedied within the time period specified in the notice letter, which shall not be less than thirty (30) days after the Parties' appointment of designated representatives in accordance with the dispute resolution provisions of the Agreement or 60 days from the material breach itself, whichever is lesser, then the Party seeking relief may discontinue its performance and terminate this Agreement, and pursue any other remedies available at law or in equity. A Party's failure to exercise any of its rights hereunder shall not

constitute or be construed by the Defaulting Party as being a waiver of any past, present, or future right or remedy.

11.3 Payment. In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses accrued or incurred after such expiration or termination.

SECTION 12. AMENDMENT OF AGREEMENT

The Parties may mutually agree to amend this Agreement in writing. Because it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and/or corrections to this Agreement. Any amendment must be made in writing.

SECTION 13. DISCLAIMER OF REPRESENTATION AND WARRANTIES

NEITHER PARTY MAKES ANY WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, OR ANY APPLICABLE TARIFF.

SECTION 14. INDEMNIFICATION

14.1 General Provision. Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party"), and hold such Indemnified Party harmless against: any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; and any Loss related to or arising out of (i) any act by the Indemnifying Party in violation of this Agreement, (ii) any misrepresentation or breach by the Indemnifying Party of any of representation and warranty contained in this Agreement, or (iii) the willful or grossly negligent act or conduct by the Indemnifying Party.

14.2 Whenever a claim shall arise for indemnification under this Section, the Indemnified Party shall promptly notify the Indemnifying Party and request the

Indemnifying Party to defend the same but failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability

14.3 The Indemnifying Party shall have the right to defend against such liability or assertion and shall give, within ninety (90) days of its receipt of a request to defend same, written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such notice, Indemnifying Party shall defer such claim, subject to any right to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim

14.4 The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. The Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in this Agreement.

SECTION 15. LIMITATION OF LIABILITY.

15.1 Limitation of Damages. Except for indemnity obligations as set forth in this Agreement, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract, tort, or otherwise shall be limited to the total amount that is or would have been charged to the other Party by such negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.

15.2 CONSEQUENTIAL DAMAGES. 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 REVENUE 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; PROVIDED, THAT THE FOREGOING SHALL NOT LIMIT A PARTY'S OBLIGATION UNDER THIS AGREEMENT TO INDEMNIFY, DEFEND AND HOLD THE OTHER PARTY HARMLESS AGAINST ANY AMOUNTS PAYABLE TO A THIRD PARTY, INCLUDING ANY LOSSES, COSTS, FINES, PENALTIES, CRIMINAL OR CIVIL JUDGMENTS OR SETTLEMENTS, EXPENSES (INCLUDING ATTORNEYS' FEES) AND CONSEQUENTIAL DAMAGES OF SUCH THIRD PARTY.

SECTION 16. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Telecommunications Act of 1996 and the laws of the State in which the functions, facilities, and services at issue are furnished or sought pursuant to this Agreement, without regard to that state's conflict of laws principles. It will be interpreted solely in accordance with the terms of the Telecommunications Act and applicable state law.

SECTION 17. CHANGE IN LAW

In the event of a change in applicable law (including, but not limited to, rulings by the FCC or the applicable State Public Utility Commission) that materially affects any material term of this Agreement or the rights or obligations of either Party hereunder, the Parties shall promptly renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required as a result of such legislative, regulatory, judicial or other action.

SECTION 18. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures and/or termination terms set forth in this Agreement.

SECTION 19. NONDISCLOSURE

19.1. Confidential Information. As used in this Agreement, "Confidential Information" means information not generally known to the public, whether of a technical, business or other nature that relates to the Agreement stated above or that, although not related to such Agreement, is nevertheless disclosed as a result

of the Parties' discussions in that regard, and that should reasonably have been understood by the Receiving Party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the Disclosing Party. Confidential Information may be disclosed in written or other tangible form (including information in computer software or held in electronic storage media) or by oral, visual or other means. For purposes of this Agreement, "Disclosing Party" includes affiliates of a Party who disclose Confidential Information to the Receiving Party regarding the Agreement.

19.2. Use of Confidential Information. The Receiving Party, except as expressly provided in this Agreement, shall not disclose the Disclosing Party's Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party shall not use, or permit others to use, Confidential Information for any purpose other than that as specifically set forth herein regarding the Agreement. The Receiving Party shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. The Receiving Party shall not reverse-engineer, decompile, or disassemble any hardware or software provided or disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend or other notice of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party.

19.3. Exceptions. The provisions of Section 18.2 shall not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Receiving Party without confidentiality restrictions at the time of its receipt from the Disclosing Party; (iii) is rightfully received from a third Party who did not acquire or disclose such information by a wrongful or tortious act, or in breach of a confidentiality restriction; (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information; or (v) is identified by the Disclosing Party as no longer proprietary or confidential.

19.4. Receiving Party Personnel. The Receiving Party shall restrict the possession, knowledge, development and use of Confidential Information to its employees, agents, subcontractors and entities controlled by it (collectively, "Personnel") who have a need to know Confidential Information in connection with the Agreement. The Receiving Party's Personnel shall have access only to the Confidential Information they need for such purposes. The Receiving Party shall ensure that its Personnel comply with this Agreement.

19.5. Disclosures to Governmental Entities. If, in the opinion of its counsel, the Receiving Party becomes legally obligated to disclose Confidential

Information, the Receiving Party shall give the Disclosing Party prompt written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedy, and shall, to the extent practicable, consult with Disclosing Party in an attempt to agree on the form, content, and timing of such disclosure. The Receiving Party shall disclose only such information as is required, in the opinion of its counsel, and shall exercise all reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

19.6. Ownership of Confidential Information. All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall remain the exclusive property of the Disclosing Party, and the Receiving Party shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to Confidential or other information.

19.7. Independent Development. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party shall not develop, or have developed for it, products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

19.8. Injunctive Relief. The Receiving Party acknowledges that Confidential Information is unique and valuable, and that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or be an inadequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

SECTION 20. MISCELLANEOUS

20.1 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

20.2 Independent Contractor. No partnership, joint venture, fiduciary, employment or agency relationship is established by entering into this Agreement. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Nothing contained in this Agreement shall be deemed to constitute that either Party is acting as an agent (including without limitation, a billing intermediary or clearinghouse), representative, partner, joint venturer or employee of the other Party for any purpose.



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

20.5 Transfer and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, which consent will not be unreasonably withheld; except that upon written notice either Party may assign this Agreement or any rights and obligations hereunder without the other Party's consent to any entity that the assigning Party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or

assets of the assigning Party whether by consolidation, merger, sale or otherwise, or in connection with a financing transaction.

20.6 Non-Waiver. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either Party unless in writing and executed by the other Party as the case may be. Neither the failure of either Party to insist upon a strict performance of any of this Agreement, nor the acceptance of any payments from either Party with knowledge of a breach of this Agreement by the other Party in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies.

20.7 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

20.8 No License. No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

20.9 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

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

20.11 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

20.12 Scope of Agreement. This Agreement is intended to describe and enable specific interconnection and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein, nor does it limit any obligation either Party may have under applicable law to provide other arrangements.

20.13 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof,

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

SECTION 21. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, will be treated as an executed document.

SECTION 22. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

For NTI:
NTI Communications, Inc.
Attn:
Title: Executive Vice President &
General Counsel
Two North La Salle
Suite 1615
Chicago, IL 60602
Phone: 312-384-8040
Fax: 312-346-3276

and to Level 3, addressed as follows:
Level 3 Communications L.L.C.
Attn: Director,
Interconnection Services

1025 Eldorado Blvd.
Broomfield, CO 80021

Phone: 720-888-2620
Fax: 720-888-5134

With a copy to:

Level 3 Communications L.L.C.
Attn: General Counsel
1025 Eldorado Blvd.
Broomfield, CO 80021

Phone: 720-888-1000
Fax: 720-888-5127

Each Party will inform the other in writing of any changes in the above addresses.

The Parties have caused this Local Wireline Network Interconnection Agreement to be executed on their behalf on the dates set forth below.

NTI: _____

Level 3: _____

By: John Barnicle

By: LaCharles P. Keegee II

Typed: John Barnicle

Typed: LaCharles P. Keegee

Title: President

Title: Vice President

Date: 6/25/04

Date: 7/6/2004

ATTACHMENT A
NETWORK MANAGEMENT CONTACTS

NTI NETWORK OPERATIONS CENTER TELEPHONE: 1-312-235-0901

Level 3 NETWORK OPERATIONS CENTER TELEPHONE: 1-877-877-7758

ATTACHMENT B

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]				
[REDACTED]				
[REDACTED]				
[REDACTED]				

[REDACTED]				
[REDACTED]				
[REDACTED]				

ATTACHMENT C

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1. [Illegible text]

2. [Illegible text]

3. [Illegible text]

4. [Illegible text]

5. [Illegible text]

6. [Illegible text]

7. [Illegible text]

8. [Illegible text]

9. [Illegible text]

10. [Illegible text]

This MASTER SERVICE AGREEMENT (the "Agreement") is entered into on FFS 2, 2004, by and between Neutral Tandem, Inc. (together with its affiliates providing services, "Carrier"), a Delaware corporation with its principal place of business located at 2 North LaSalle Street Suite 1615, Chicago, IL 60602 and Focal Communications Corporation, a Delaware corporation with its principal place of business located at 200 North LaSalle Street, Chicago, Illinois 60601 ("Customer"). For purposes of this Agreement, Carrier and Customer are referred to individually as a "Party" and collectively as the "Parties". Customer is responsible for the usage of its affiliates.

Services

Carrier will provide transit and access services to Customer under this Agreement. Carrier agrees to provide those services set forth herein in accordance with these terms and conditions and the Service Description and Pricing Attachment attached hereto ("Pricing Attachment"). Customer acknowledges and agrees that the services shall be offered by Carrier subject to: (i) compliance with all applicable laws and regulations; (ii) any applicable tariffs ("Tariff"); and (iii) obtaining any required or advisable authorizations.

Term

The term of this Agreement shall be for two (2) years and will automatically renew for successive one year periods, unless terminated by written notice by either party no less than 30 days prior to the end of the initial term or any renewal term.

Rates and Rate Guarantee

The initial rates provided to Customer are set forth in the Pricing Attachment. The monthly recurring transit and access rates set forth in the Pricing Attachment will not increase during the initial term of the Agreement. For periods thereafter, Carrier may increase rates only upon giving Customer written notice of such increase prior to the end the initial term or any renewal thereof.

Cancellation/Default

Carrier may, without notice, discontinue service or cancel an application for services without any liability for any of the following reasons: (a) non-payment by Customer that is not corrected within 10 days' of receiving written notice, or the failure to comply with any other material term or condition that is not corrected within 30 days' of receiving written notice; (b) a violation by Customer of any law, rule or regulation of any governing authority having jurisdiction over this service; (c) prohibition against Carrier furnishing services by court or government authority having jurisdiction over this service; (d) for usage by customer beyond the credit limit, if any, and Customer fails to provide within 5 days of receipt of written notice a security deposit in an amount requested by Carrier in its sole discretion; (e) if Customer provides false or misleading credit information; or, (f) if Carrier determines that the Customer has manipulated, changed, or in anyway modified traffic line records, including the Calling Party Number (CPN) or Automatic Number Identification (ANI).

Payment and Billing

Customer shall make all payments due in United States Dollars within thirty calendar days of the date of Carrier's invoice ("Due Date"). If any undisputed amount due under this Agreement is not received by the Due Date, in addition to its other remedies available

hereunder, Carrier may in its sole discretion: (a) impose a late payment charge of the lower of 1.5% per month or the highest rate legally permissible (such late charge shall be payable upon demand by Carrier); and/or (b) require the delivery of a security deposit, as a condition of the continued availability of the services. Customer hereby authorizes Carrier to make any investigations of credit worthiness of Customer that Carrier deems necessary. The charges set forth in the Pricing Attachment do not include any taxes or governmental charges. Customer will pay all these additional amounts, except to the extent a valid exemption certificate is provide to Carrier.

Customer Obligations

Customer agrees that it will (a) prepare Customer site for and accept delivery of any equipment before the requested service start date; (b) provide reasonable access for Carrier to install, maintain, or remove any equipment; (c) not resell Carrier service in any manner without prior written consent; (d) allow Carrier to share necessary Customer information with other customers for the sole purpose of providing service; (e) use Carrier service in accordance with all applicable laws and regulations; (f) add additional facilities to sufficiently trunk the network for traffic volumes based upon quarterly forecasts provided to Customer by Carrier; (g) only originate to Carrier local transit and switched access traffic ("Authorized Traffic") and not originate 911, 411, 976, 311, 611, 500, 950, 700, Directory Assistance, or 0+ local traffic and any other traffic type mutually agreed upon in the future ("Unauthorized Traffic"); (h) not change, manipulate, or in any way modify traffic line records, including the CPNI or ANI; and (i) accept terminating traffic from Carrier, subject to the terms herein. Carrier will not accept or be liable for the transmission of Unauthorized Traffic. Customer will indemnify Carrier against any and all charges levied by any third party telecommunications carrier, including any termination charges related to Customer traffic and any attorney's fees and expenses. Customer and Carrier will bill their respective portions of applicable charges directly to originating carriers, and neither the Customer nor Carrier will be required to function as a billing intermediary, e.g. clearinghouse. Customer agrees not to charge Carrier for interconnection associated with this service, including port cost, termination charges, or installation fees, or for any third-party originated or terminated traffic sent between Customer and Carrier.

Customer agrees to keep this Agreement and the Pricing Attachment confidential and not to disclose the pricing or other terms to any third party, unless mandated by a court order or otherwise required by law or to enforce this Agreement.

Carrier Obligations

If Carrier is sent a call to terminate to a carrier not directly connected to Carrier's network ("Misrouted Call"), and if in an effort to terminate the call Carrier routes the call to an alternate tandem provider (i.e., incumbent local exchange carrier or "ILEC"), then Customer may be billed by both Carrier and the ILEC for routing the Misrouted Call ("Overflow Call").

[REDACTED]

Disputes

If notice of a dispute as to charges is not received in writing, by Carrier, within ninety (90) days after the date of invoice, such invoice shall be deemed to be correct and binding upon Customer. If Customer disputes any portion of a Carrier invoice, Customer must timely pay the undisputed portion of the invoice.

[REDACTED]

Changes

No changes or modification to these terms and conditions shall be effective unless agreed to by duly authorized officers of Carrier and Customer either by initials or by proper amendment.

[REDACTED]

DISCLAIMER OF LIABILITY.

EXCEPT FOR EITHER PARTY'S OBLIGATION TO INDEMNIFY THE OTHER PARTY, NEITHER PARTY, NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY, INCLUDING THEIR OWN CUSTOMERS OR END USERS, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER PECUNIARY LOSS, ARISING IN ANY WAY OUT OF OR UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

[REDACTED]

[REDACTED]

DISCLAIMER OF WARRANTIES. CARRIER MAKES NO WARRANTY TO CUSTOMER, OR TO ITS OWN CUSTOMERS, END USERS, OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT OR QUIET POSSESSION, OR CORRESPONDENCE TO DESCRIPTION WITH RESPECT TO THE SERVICES AND ANYTHING PROVIDED OR USED UNDER, OR AS A RESULT OF, THIS AGREEMENT.

[REDACTED]

[REDACTED]

No License

No licenses will be deemed to have been granted hereunder to any intellectual property rights, except as otherwise expressly authorized in this Agreement.

[REDACTED]

Independent Contractor

The Parties are separate and independent legal entities, and independent contractors as to each other. Nothing contained in this Agreement shall be deemed to constitute either Party an agent, representative, partner, joint venturer or employee of the other Party for any purpose.

Assignment

Neither Party may assign or otherwise transfer all or a portion of its rights or obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed, except that either Party may assign this Agreement without consent to any affiliate or any party acquiring substantially all the assets of the Party. Notwithstanding the foregoing, Customer's attempted assignment to an affiliate or a purchaser will be void if such party is not creditworthy.

Notice

All notices required under this Agreement shall be given in writing and either hand delivered or delivered by a nationally recognized overnight courier, postage paid, to the addresses set forth:

Neutral Tandem, Inc.
Two North LaSalle Street, Suite 1615
Chicago, IL 60602
Attn: Legal Department

Focal Communications Corporation
200 North LaSalle Street, Suite 1100
Chicago, IL 60601
Attn: Director Regulatory Affairs

Notices will be deemed received on the date of hand delivery or one day after being deposited with a nationally recognized overnight courier, postage paid.

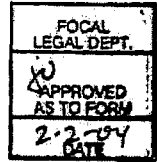
M Jey Sinder

Signature
M Jey SINDER

Name
CFO

Title
FEBRUARY 2, 2004

Date



Miscellaneous

If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall be ineffective only to the extent of such invalidity, without affecting the remaining parts of the provision or the remaining provisions of this Agreement. The Parties agree to negotiate any such invalid or unenforceable provision to the extent necessary to render such part valid and enforceable. If Carrier makes any changes to the Tariff that affects Customer in a material and adverse manner, Customer, as its sole remedy, may discontinue the affected service without liability by providing Carrier with written notice of discontinuance within sixty (60) days of such change and by paying all charges incurred up to the time of service discontinuance. The Parties agree that this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Illinois without regard to choice of law principles. The Tariff is available at www.neutralandem.com. The failure of either party to give notice of default or to enforce or insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of the default or of any term or condition of this Agreement. This Agreement comprises the complete and exclusive statement of the agreement of the parties and supersedes all previous statements, representations, and agreements, oral or written, concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Master Service Agreement as of the day, month, and year last set forth below.

Neutral Tandem, Inc.:

Signature
David A. Lopez

Name
DAVID A LOPEZ

Title
VP of Sales

Date
2/2/04

Customer:

Neutral Tandem
Service Description and Pricing Attachment Sheet

Service Description and Pricing

[Redacted content]

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted content]

Neutral Tandem
Service Description and Pricing Attachment Sheet

Service Description and Pricing

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Neutral Tandem

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Customer Information

Signature	
Name (Printed)	
Title	Date

Initial:

[Redacted] Neutral Tandem (Carrier)

[Redacted]