INTERCONNECTION AGREEMENT

BETWEEN

WINDSTREAM NEBRASKA, INC

&

NEBRASKA TECHNOLOGY & TELECOMMUNICATIONS, INC.

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GENERAL TERMS AND CONDITIONS

This Agreement ("Agreement") is between, Nebraska Technology & Telecommunications, Inc. (NT&T) ("NT&T") a Nebraska corporation, having an office at 2308 S. 156th Cir., Omaha, NE 68130 and Windstream ("Windstream") a Delaware corporation, having an office at 4001 Rodney Parham Road, Little Rock, Arkansas, 72212, hereinafter referred to collectively as the "Parties".

WHEREAS, pursuant to the Telecommunications Act of 1996 (the "Act"), the Parties wish to establish terms for the provision of certain services and Ancillary Functions as designated in the Attachments hereto for the purpose of determining the rates, terms, and conditions for the interconnection of the Parties' Telecommunications networks within the State of Nebraska.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the Parties hereby agree as follows:

1.0 Introduction

1.1 This Agreement, in accordance with §§251 and 252 of the Act, sets forth the terms, conditions and prices under which Windstream may provide (a) services for interconnection, and (b) Ancillary Functions to NT&T. The specific services, functions, or facilities that Windstream agrees to provide are those specifically identified in appendixes attached to this Agreement, and executed simultaneously with this general terms and conditions. Further this Agreement sets forth the terms, conditions, and prices under which NT&T will provide services to Windstream, where applicable.

1.2 This Agreement includes and incorporates herein the Attachments of this Agreement, and all accompanying Appendices, Addenda and Exhibits.

1.3 The Parties acknowledge and agree that by entering into and performing in accordance with this Agreement, the Parties have not waived or relinquished any applicable exemptions that are provided by or available under the Act, including but not limited to those described in §251(f) of the Act, or under state law.

1.4 Prior to execution of this Agreement, NT&T agrees to provide Windstream NT&T's CLEC certification for the state covered by this Agreement prior to the filing of this Agreement with the appropriate Commission for approval. If this Agreement is replacing an existing agreement between the Parties, then this provision of the Agreement will not apply.

2.0 Effective Date

2.1 The effective date of this Agreement will be the first business day following receipt of final approval of this Agreement by the relevant state Commission or, where approval by such state Commission is not required, the date that both Parties have executed the Agreement.

3.0 Intervening Law

3.1 In the event that any effective legislative, regulatory, judicial or other legal action materially changes any rule, law or judicial or administrative decision that was the basis of the requirement, obligation or right upon which any provision of this Agreement was negotiated, or materially impairs the ability of Windstream or NT&T to perform any material terms of this Agreement, NT&T or Windstream may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that

such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 9.0.

4.0 Term of Agreement

4.1 The Parties agree to the provisions of this Agreement for an initial term of two (2) years from the Effective Date of this Agreement, and thereafter on a month to month basis, unless terminated or modified pursuant to the terms and conditions of this Agreement.

4.2 Either Party may request for this Agreement to be renegotiated upon the expiration of the initial two (2) year term or upon any termination of this Agreement. The Party desiring renegotiation shall provide written notice to the other Party. Not later than thirty (30) days from receipt of said notice, the receiving Party will acknowledge receipt of the written notice and the Parties will commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to Section 4.6 or has been terminated for any reason not prohibited by law pursuant to Section 4.5.

4.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 4.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the applicable state Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. Should the Commission decline jurisdiction, either Party may petition the FCC under the Act or resort to a commercial provider of arbitration services.

4.4 If either Party has requested negotiations and the Parties have not executed a subsequent agreement or filed arbitration at the applicable state commission, then this Agreement will terminate upon the date the arbitration window closes (the 160th day). NT&T will execute Windstream's then current standard interconnection agreement with an effective date of the next day following the close of the arbitration window. Failure by NT&T to execute Windstream's then current standard interconnection agreement will result in termination of all services provided by Windstream to NT&T.

4.5 After completion of the initial two (2) year term, this Agreement may be terminated by either Party for any reason not prohibited by law upon ninety (90) days written notice to the other Party. By mutual agreement, the Parties may amend this Agreement in writing to modify its terms.

4.6 In the event of Default, as defined in this §4.6, the non-defaulting Party may terminate this Agreement provided that the non-defaulting Party so advises the defaulting Party in writing ("Default Notice")of the event of the alleged Default and the defaulting Party does not cure the alleged Default with sixty (60) after receipt of the Default Notice thereof. Default is defined as:

4.6.1 Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or

4.6.2 A decision under §9.0, Dispute Resolution that a Party has materially breached any of the terms or conditions hereof, or

4.6.3 A Party has notified the other Party in writing of the other Party's material breach of any of the material terms hereof, and the default remains uncured for sixty (60) days from receipt of such notice, and neither Party has commenced Formal Dispute Resolution as prescribed in §9.4 of this Agreement by the end of the cure period; provided, however, that if the alleged material breach involves a material interruption to, or a material degradation of, the E911 services provided under this Agreement, the cure period shall be five (5) days from receipt of such notice.

5.0 Assignment

5.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of NT&T, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. 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. Notwithstanding anything to the contrary in this Section, NT&T shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) NT&T pays all non-contested bills, past due and current, under this Agreement, or (2) NT&T's assignee expressly assumes liability for payment of such non-contested bills.

5.2 In the event that NT&T makes any corporate name change (whether it involves a merger, consolidation, assignment or transfer, and including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a "CLEC Change"), NT&T shall submit written notice to Windstream within thirty (30) days of the first action taken to implement such CLEC Change. Within thirty (30) days following receipt of that notice, the Parties shall negotiate rates to compensate Windstream for the demonstrated expenses to be incurred by Windstream to make the CLEC Change to the applicable Windstream databases, systems, records and/or recording announcement(s) for NT&T branded/repair calls, if any. In addition, NT&T shall compensate Windstream for any service order charges and/or service request charges, as specified in Appendix B, associated with such CLEC Change. Windstream's Agreement to implement a CLEC Change is conditioned upon NT&T's Agreement to pay all reasonable charges billed to NT&T for such CLEC Change.

6.0 Confidential and Proprietary Information

6.1 For the purposes of this Agreement, confidential information means confidential or nonpublic proprietary technical, Customer, End User, network, or business information disclosed by one Party (the "Discloser") to the other Party (the "Recipient"), which is disclosed by one Party to the other in connection with this Agreement, during negotiations or the term of this Agreement ("Confidential Information"). Such Confidential Information shall automatically be deemed proprietary to the Discloser and subject to this §6.0, unless otherwise confirmed in writing by the Discloser. All other nonpublic information which is indicated and marked, as Confidential Information at the time of disclosure shall also be treated as Confidential Information under §6.0 of this Agreement. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees or agents having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written Agreement of nondisclosure and nonuse comparable to the terms of this Section.

6.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.

6.3 The Recipient agrees to return all Confidential Information in Recipient's custody or control to the Discloser in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party promptly and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

6.4 The Recipient will have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient, (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure, or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of or dispute regarding this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.

6.5 The Parties recognize that an individual End User may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use Customer specific information lawfully obtained from End Users or sources other than the Discloser, subject to applicable rules governing use of Customer Propriety Network Information (CPNI).

6.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

6.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted with respect to any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.

6.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 Liability and Indemnification

7.1 Limitation of Liabilities

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed for the period of that particular service during which such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused by the gross negligence or willful, wrongful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the other Party furnishing service.

7.2 No Consequential Damages

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY.

7.3 Obligation to Indemnify

7.3.1 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorneys' fees ("Claims"), asserted, suffered, or made by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under his Agreement; and (ii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its End Users (e.g., claims for interruption of service, quality of service or billing disputes) unless such act or omission was caused by the negligence or willful misconduct of the indemnified Party. Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.

7.3.2 Each Party, as an Indemnifying Party agrees to release, defend, indemnify, and hold harmless the other Party from any claims, demands or suits that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the Indemnifying Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from unauthorized disclosure of the End User's name, address or telephone number.

7.3.3 Windstream makes no warranties, express or implied, concerning NT&T's (or any third party's) rights with respect to intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated with NT&T's interconnection with Windstream's network use or receipt of Windstream services.

7.3.4 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

7.4 Obligation to Defend; Notice; Cooperation

Whenever a claim arises for indemnification under this Section (the "Claim"), the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such Claim in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice has been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at such Indemnitee's sole cost, to take over such defense of such Claim. Provided, however, that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any damages, costs, expenses, or liabilities, including without limitation, attorneys' fees, in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee will 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 Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party, and the Indemnifying Party shall be liable for all costs associated with Indemnitee's defense of such Claim including attorneys' fees, court costs, and any settlement or damages awarded the third 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.

8.0 <u>Payment of Rates and Late Payment Charges</u>

8.1 Windstream may require NT&T to provide Windstream a security deposit to ensure payment of NT&T's account in the event: (a) NT&T has repeatedly failed to make timely payment to Windstream of all non-disputed amounts after being provided with written notice and a reasonable cure period; (b) NT&T's credit worthiness has been deemed by Don and Bradstreet or similar provider of business credit information to pose a significant credit risk; or (c) NT&T has filed or indicated that it intends to file for bankruptcy. The security deposit shall not exceed an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring, termination charges and advance payments), as reasonably determined by the parties for the interconnection, resale services, network elements, collocation or any other functions, facilities, products or services to be furnished by Windstream to NT&T under this Agreement.

8.1.1 Such security deposit shall be a cash deposit or other form of security acceptable to Windstream. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

8.1.2 If a security deposit is required, pursuant to section 8.1.1, such security deposit shall be made prior to the activation of service.

8.1.3 The fact that a security deposit has been provided in no way relieves NT&T from complying with Windstream's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of Windstream providing for the discontinuance of service for non-payment of any sums due Windstream.

8.1.4 Windstream reserves the right to increase the security deposit requirements whn in its sole judgment circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

8.1.5 In the event that NT&T is in material breach of this Agreement, service to NT&T may be terminated by Windstream, any security deposits will be applied to NT&T's account and Windstream may pursue any other remedies available at law or equity.

8.1.6 In the case of a cash deposit, interest at a rate as set forth in the appropriate Windstream tariff shall be paid to NT&T during the possession of the security deposit by Windstream. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to NT&T by the accrual date.

8.2 Windstream may, but is not obligated to, draw on the cash deposit, as applicable, upon the occurrence of any one of the following events.

8.2.1 NT&T owes Windstream undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or

8.2.2 NT&T admits its inability to pay its debts as such debts to Windstream become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, wind-up, compostion or adjustment of debts or the like, has made an assignment for the benefit of creditors, is subject to a receivership or similar proceeding; or

8.2.3 The expiration or termination of this Agreement.

8.3 If Windstream draws on the security deposit, upon request by Windstream, NT&T will provide a replacement deposit conforming to the requirements of Section 8.1.

8.4 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems.

8.4.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, a late penalty, as set forth in §8.5 below, will be assessed.

8.5 If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.

8.6 Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or shall not exceed 0.0004930% compounded daily and applied for each month or portion thereof that an outstanding balance remains.

8.7 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems.

8.7.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, a late penalty, as set forth in §8.5 below, will be assessed.

8.8 If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.

8.9 Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or shall not exceed 0.0004930% compounded daily and applied for each month or portion thereof that an outstanding balance remains.

9.0 Dispute Resolution

9.1 Notice of Disputes

Notice of a valid contractual dispute must be in writing, specifically documenting the nature of the dispute, and must include a detailed description of the underlying dispute (the "Dispute Notice"). Billing disputes must be submitted on the Billing Dispute Form contained in Appendix A or the dispute will not be accepted as a valid billing dispute and therefore rejected by the billing Party. The billing dispute form must be completed with all relevant fields populated by the disputing Party or the form will be rejected by the billing Party.

9.1.1 Billing Disputes

The disputing Party must submit billing disputes ("Billing Disputes") to the billing Party on the Billing Dispute Form contained in Appendix A by the due date on the disputed bill. After receipt of a completed dispute, the billing Party will review to determine the accuracy of the billing dispute. If the billing Party determines the dispute is valid, the

billing Party will credit the disputing Party's bill by the next bill date. If the billing Party determines the billing dispute is not valid, the disputing Party may escalate the dispute as outlined in section 9.1.1.1. If escalation of the billing dispute does not occur within the 30 days as outlined below, the disputing Party must remit payment for the disputed charge, including late payment charges, to the billing Party by the next bill date and these charges are no longer considered disputed charges. The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Dispute Form.

9.1.1.1 Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will be implemented:

9.1.1.1.1 If the dispute is not resolved within thirty (30) calendar days of receipt of the Dispute Notice, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within sixty (60) calendar days of the notification date, the dispute will be escalated to the third level of management for each of the respective Parties (if any) for resolution.

9.1.1.1.2 If the dispute is not resolved within ninety (90) calendar days of the receipt of the Dispute Form, the dispute will be escalated to the fourth level of management for each of the respective Parties (if any) for resolution.

9.1.1.1.3 Each Party will provide to the other Party an escalation list. for resolving billing disputes The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in this section 9.1.1.1.

9.1.1.1.4 If the dispute is not resolved within one hundred twenty (120) days of receipt of the Dispute Form or either Party is not operating in good faith to resolve the dispute, the Formal Dispute Resolution process, outlined in section 9.4, may be invoked.

9.1.1.2 If the disputing Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in subsection 8.3 above. If the disputing Party disputes charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges, along with any late payment charges assessed, by the next billing cycle after the resolution of the dispute. Accordingly, if the disputing Party disputes charges and the dispute is resolved in favor of the billing Party, the disputing Party shall pay the billing Party the amount of the disputed charges and any associated late payment charges, by the next billing due date after the resolution of the dispute.

9.1.1.3 For purposes of this subsection 9.1.1, a billing dispute shall not include the refusal to pay other amounts owed to a Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind will not be considered a Bona Fide Dispute for purposes of this subsection 9.1.1. A Party's failure to pay all undisputed amounts by the due date listed on the bill, is a material breach of this Agreement .

9.1.1.4 Once the billing dispute has been processed in accordance with this subsection 9.1.1, the disputing Party will make immediate payment on any of the disputed amount owed to the billing Party, or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party

resulting from the Dispute process will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

9.1.1.5 Neither Party shall bill the other Party for charges incurred more than six (6) months after the service is provided to the non-billing Party.

9.1.2 **All Other Disputes**

All other disputes (*i.e.*, contractual disputes) shall be valid only if reasonable within the scope of this Agreement, and the applicable statute of limitations shall govern such disputes.

9.2 **Alternative to Litigation**

9.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order, an injunction, or similar relief from the PUC related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

9.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may in the Dispute Notice invoke the informal dispute resolution process described in §9.4. The Parties will endeavor to resolve the dispute within thirty (30) days after the date of the Dispute Notice.

9.3 **Informal Resolution of Disputes**

In the case of any dispute and upon receipt of the Dispute Notice each Party will appoint a duly authorized representative knowledgeable in telecommunications matters, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon Agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' Agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the Dispute Notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.

9.4 **Formal Dispute Resolution**

9.4.1 The Parties agree that all unresolved disputes arising under this Agreement, including without limitation, whether the dispute in question is subject to arbitration, may be submitted to the PUC for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the PUC under applicable law.

9.4.2 If the PUC does not have or declines to accept jurisdiction over any dispute arising under this Agreement, either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided that, upon mutual agreement of the Parties, such

disputes may also be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section or upon approval or order of the arbitrator. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of fifty (50) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission. Additional discovery may be permitted upon mutual Agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in the State of Nebraska, unless otherwise agreed to by the Parties or required by the FCC. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual Agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

9.4.3 Each Party shall bear its own costs of these procedures unless Nebraska PUC or other presiding arbitrator, if any, rules otherwise.

9.5 Conflicts

9.5.1 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the Nebraska PUC with regard to procedures for the resolution of disputes arising out of this Agreement and do not preclude a Party from seeking relief under applicable rules or procedures of the PUC.

10.0 INTENTIONALLY LEFT BLANK

11.0 Notices

11.1 Except as otherwise specifically provided in this Agreement, all notice, consents, approvals, modifications, or other communications to be given under this Agreement shall be in writing and sent postage prepaid by registered mail return receipt requested. Notice may also be effected by personal delivery or by overnight courier. All notices will be effective upon receipt, and should be directed to the following:

If to NT&T:
Nebraska Technology & Telecommunications, Inc.
Mike Orcutt
2308 S. 156th Cir.
Omaha, NE 68308
(402) 397-7770

Copy to:

Mark A. Fahleson

Rembolt Ludtke LLP
1201 Lincoln Mall, Ste. 102
Lincoln, NE 68508

If to Windstream:
Windstream
Staff Manager – Interconnection Services
4001 Rodney Parham Road
1170 B3F03-84A
Little Rock, Arkansas 72212

Copy to:
Windstream
Attn: Windstream Legal Department
1170 B1F03-53A
Little Rock, AR 72212

11.2 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

12.0 Taxes

12.1 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 (hereinafter "Tax") levied against or upon such purchasing Party by the respective governmental body (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. Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation, e.g., reseller certificate, from the appropriate taxing authority. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification.

12.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax, (ii) the purchasing Party shall remit such Tax to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.

12.3 The Parties agree that each Party shall generally be responsible for collecting and remitting to the appropriate city, any franchise fees or taxes for use of city rights of way, in accordance with the terms of that Party's franchise Agreement. In the event a city attempts to require both Parties to pay franchise fees on the same revenues with respect to resold services or unbundled network elements then the Parties agree to cooperate in opposing such double taxation.

12.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the End User in connection with any such purchase, then (i) the purchasing Party shall be required to impose and/or collect such Tax from the End User and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable

taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.

12.5 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the taxes, penalty and interest.

12.6 If the purchasing Party fails to impose and/or collect any Tax from End Users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from End Users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other Party under this §12.0, shall be made in writing and sent postage prepaid by registered mail return receipt requested. All notices shall be effective upon receipt. All notices sent pursuant to this Section shall be directed to the following:

To Windstream:

Windstream
Attn: Director State and Local Taxes
4001 Rodney Parham Road
1170 B1F03-70A
Little Rock, AR 72212

Copy to:
Windstream
Staff Manager – Interconnection Services
4001 Rodney Parham Road
1170 B3F03-84A
Little Rock, AR 72212

To NT&T:

Nebraska Technology & Telecommunications, Inc.
Mike Orcutt
2308 S. 156th Circle
Omaha, NE 68130

Copy to:

Mark A. Fahleson
REMBOLT LUDTKE LLP
1201 Lincoln Mall, Suite 102
Lincoln, NE 68508

12.8 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

13.0 Force Majeure

13.1 Except as otherwise specifically provided in this Agreement, neither Party shall be liable for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; epidemics, riots, insurrections, earthquakes, tornadoes, hurricanes, nuclear accidents, floods, or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts or delays caused by the other Party or by other service or equipment vendors; or any other similar circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

14.0 Publicity

14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

14.2 Neither Party will offer any services using the trademarks, service marks, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

15.0 Network Maintenance and Management

15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other End Users.

15.2.1 **24 Hour Network Management Contact:**

For Windstream:

Contact Number: 800-800-6609

For NT&T:

Contact Number: (402) 397-7770

15.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

16.0 Law Enforcement and Civil Process

16.1 Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a Customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid requirement, to the extent the receiving Party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

16.2 Subpoenas

If a Party receives a subpoena for information concerning an End User the Party knows to be an End User of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company.

16.3 Law Enforcement Emergencies

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an End User of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the End User agrees to indemnify and hold the other Party harmless against any and all such claims.

16.4 The Parties will provide five (5) day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on Customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. The Parties will provide assistance twenty-four (24) hours per day for situations involving immediate threat of life or at the request of law enforcement officials. The Parties will provide a twenty-four (24) hour contact number to administer this process.

17.0 Changes in Subscriber Carrier Selection

17.1 Each Party will abide by applicable state or federal laws and regulations in obtaining End User authorization prior to changing End User's Local Service Provider to itself and in assuming responsibility for any applicable charges as specified in §258 (b) of the Telecommunications Act of 1996. Either Party shall make authorization available to the other Party upon reasonable requests and at no charge.

17.2 Either Party can initiate a challenge to a change in its local exchange service provider. If an End User notifies either Party that the End User requests local exchange service, the Party receiving such request shall be free to immediately provide service to such End User.

17.3 When an End User changes or withdraws authorization, each Party will release Customer specific facilities in accordance with the Customers' direction or the End User's authorized agent.

17.4 Subject to applicable rules, orders, and decisions, Windstream will provide NT&T with access to Customer Proprietary Network Information (CPNI) for Windstream End Users upon NT&T providing Windstream a signed Letter of Agency (LOA) for Windstream's Customer of record, based on NT&T's representation that subscriber has authorized NT&T to obtain such CPNI.

17.4.1 The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the Parties, and regarding the use of that information by the requesting Party.

17.4.2 The requesting Party will document End User permission obtained to receive CPNI, whether or not the End User has agreed to change Local Service Providers. For End Users changing service from one Party to the other, specific End User LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received.

17.4.3 CPNI requests will be processed in accordance with the following:

17.4.3.1 For Customers with 1-25 lines: one (1) business day.

17.4.3.2 For Customers with 26+ lines: two (2) business days.

17.4.4 If the Parties do not agree that NT&T requested CPNI for a specific End User, or that Windstream has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with General Terms & Conditions, §9.0, Dispute Resolution.

17.5 Windstream will only accept an LOA for an Windstream Customer of record. NT&T may not delegate its obligation to obtain written authorization from Windstream's Customer of record to a third party.

18.0 Amendments or Waivers

18.1 Except as otherwise provided in this Agreement, no amendment to this Agreement will be effective unless the same is in writing and signed by an authorized representative of each Party. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right, or condition. This Agreement does not affect, and Windstream does not waive and expressly reserves any rights including, but not limited to, the rights afforded Windstream under 47 USC § 251(f), if any. 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, other public forum, contract negotiation, bona fide request, or arbitration addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

19.0 Authority

19.1 Each person whose signature appears below represents and warrants that they have the authority to bind the Party on whose behalf they executed this Agreement.

20.0 Binding Effect

20.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

21.0 Consent

21.1 Where consent, approval, or mutual Agreement is required of a Party, it will not be unreasonably withheld or delayed.

22.0 Expenses

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

23.0 Headings

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

24.0 Relationship of Parties

24.1 This Agreement will not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other Party, nor is to act as an agent for the other Party unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

25.0 Conflict of Interest

25.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

26.0 Multiple Counterparts

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

27.0 Third Party Beneficiaries

27.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

28.0 Regulatory Approval

28.1 Each Party agrees to cooperate with the other Party and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with the other Party and any regulatory agency so that the benefits of this Agreement may be achieved.

28.2 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory agency pursuant to the requirements of §252 of the Act.

29.0 Trademarks and Trade Names

29.1 Each Party warrants that, to the best of its knowledge, the services provided under this Agreement do not or will not violate or infringe upon any patent, copyright, trademark, or trade secret rights of any other persons.

29.2 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever, absent written consent of the other Party.

30.0 Regulatory Authority

30.1 Each Party will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Each Party will reasonably cooperate with the other Party in obtaining and maintaining any required approvals necessary for fulfilling its obligations under this Agreement.

31.0 Verification Reviews

31.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each Contract Year solely for the purpose of evaluating the accuracy of the other Party's billing and invoicing. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.

31.2 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party shall maintain reasonable records for a minimum of

twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

31.3 Adjustments, credits, or payments shall be made and any corrective action shall commence within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began. Interest shall not exceed one and one-half (1 ½%) of the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of the overcharge, not to exceed twelve (12) months from the date the audit began to the day of payment or credit. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in §9.0 of this Agreement.

31.4 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.

31.5 Verification reviews will be limited in frequency to once per twelve (12) month period, with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Verification reviews will be scheduled subject to the reasonable requirements and limitations of the audited Party and will be conducted in a manner that will not interfere with the audited Party's business operations.

31.6 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

31.7 For purposes of conducting an audit pursuant to this Agreement, the Parties may employ other persons or firms for this purpose (so long as said Parties are bound by this Agreement). The Parties will bear their own reasonable expenses associated with the audit.

31.8 Information obtained or received by either Party in conducting the audit described in §31.0 shall be subject to the confidentiality provisions of §6.0 of this Agreement, whether or not marked as confidential.

32.0 Complete Terms

32.1 This Agreement sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

33.0 Cooperation on Preventing End User Fraud

33.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other Party.

33.2 In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

34.0 Notice of Network Changes

34.1 The Parties agree to provide each other with reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using the other Party's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including without limitation, the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with the Parties' obligations under this Agreement.

35.0 Modification of Agreement

35.1 If NT&T changes its name or makes changes to its company identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of NT&T to notify Windstream of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

36.0 Responsibility of Each Party

36.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

37.0 INTENTIONALLY LEFT BLANK

38.0 Governmental Compliance

38.1 Each Party will comply at its own expense with all applicable law that relates to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to Work Locations. The Parties agree to indemnify, defend, (at the other Party's request) and save harmless the other Party, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from i) its

failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination.

39.0 Responsibility for Environmental Contamination

39.1 NT&T will in no event be liable to Windstream for any costs whatsoever resulting from the presence or release of any Environmental Hazard that NT&T did not introduce to the affected work location. Windstream will indemnify, defend (at NT&T's request) and hold harmless NT&T, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that Windstream, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which Windstream is responsible under applicable law.

39.2 Windstream will in no event be liable to NT&T for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Windstream did not introduce to the affected work location. NT&T will indemnify, defend (at Windstream's request) and hold harmless Windstream, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any Environmental Hazard that NT&T, its contractors or agents introduce to the Work Locations or ii) the presence or release of any Environmental Hazard for which NT&T is responsible under applicable law.

40.0 Subcontracting

40.1 If a Party through a subcontractor performs any obligation under this Agreement, such Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

41.0 Referenced Documents

41.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, Windstream handbooks and manuals, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of either Party as of the Effective Date of this Agreement and the Parties are not in Agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Agreement, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force.

42.0 Severability

42.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under §9.0, Dispute Resolution.

43.0 Survival of Obligations

43.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

44.0 Governing Law

44.1 This Agreement shall be governed by and construed in accordance with federal law, the Act, and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of Nebraska, without regard to its conflicts of laws principles, shall govern. The Parties submit to personal jurisdiction in Nebraska.

45.0 Other Obligations of NT&T

45.1 To establish service and provide efficient and consolidated billing to NT&T, NT&T is required to provide a CLEC Profile, which includes its authorized and nationally recognized Operating Company Number ("OCN"), to establish NT&T's billing account. NT&T will be provided with a billing account number ("BAN") for each CLEC Profile submitted. NT&T will pay Windstream $380.00 for the establishment of each billing account number ("BAN").

45.2 NT&T shall use Windstream's electronic operations support system access platform (Windstream Express) to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions and billing disputes for resale services. If Windstream Express is not available, Windstream shall make available and NT&T shall use such other processes for performing such transaction (including, but not limited, to submission of orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission). If NT&T chooses to submit orders, requests for maintenance and repair of services and resale billing disputes manually, when Windstream's electronic operations support system access platform (Windstream Express) is available and operational, NT&T will pay a manual order charge as reflected in the applicable Windstream tariff.

45.3 NT&T represents and covenants that it will only use Windstream Express pursuant to this Agreement for services related to UNEs, resold services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates and will not provide its access to a third party.

45.4 A service order processing charge (Service Order Charge), listed in Appendix B, will be applied to each service order issued by Windstream to process a request for installation, disconnection, rearrangement, or changes to orders or existing service pursuant to this Agreement

46.0 Customer Inquiries

46.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

46.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services or products: (i) provide the numbers described in §47.1; and (ii) do not in any way disparage or discriminate against the other Party or its services or products.

47.0 Disclaimer of Warranties

47.1 **EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.**

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53.0 Definitions and Acronyms

53.1 Definitions

For purposes of this Agreement, certain terms have been defined in Attachment 20: Definitions and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used.

53.2 Acronyms

Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act. For convenience of reference only, Attachment 21: Acronyms provides a list of acronyms used throughout this Agreement.

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58.0 Other Requirements and Attachments

58.1 This Agreement incorporates a number of listed Attachments, which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties.

58.1.1 Each Party agrees that if at anytime a discrepancy arises between the General Terms and Conditions and one of the Attachments, the Attachments will control.

58.1.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any definitions, terms or conditions in any given Attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to

the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that services or activities are to occur under the Attachment, but will not affect the term length of other attachments.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2007.

Nebraska Technology & Telecommunications, Inc.	Windstream
Michael G. Orcutt Print Name	William F. Kreutz Print Name
10-10-07 Sign Name: Date	William F. Kreutz 10/10/07 Sign Name: Date
President/CEO Position/Title NT&T	Vice President – Regulatory Strategies Position/Title Windstream

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ATTACHMENT 2: RESALE

All services made available to NT&T by Windstream for resale by NT&T pursuant to the Agreement (Resale Services) will be subject to the terms and conditions set forth in the Agreement and in this Attachment 2: Resale.

1.0 General Provisions

1.1 Resale Services will be made available to NT&T by Windstream.

1.2 The applicable rules, regulations and rates in the Windstream Local Exchange Tariff shall be applicable to Resale Services and to the extent of conflict herewith this Agreement shall control.

1.3 NT&T will be the Customer of record for all services purchased from Windstream, pursuant to this Agreement. Except as specified herein, Windstream will take service orders from, bill and collect payment from NT&T for all services purchased pursuant to this Agreement.

1.4 NT&T will be Windstream's single point of contact for all services purchased pursuant to this Agreement.

1.5 NT&T may resell Windstream services only within the Windstream local service area as specified in the appropriate Windstream tariff.

1.6 Except where otherwise explicitly provided in the Windstream Local Exchange Tariff, NT&T shall not permit the sharing of a service by multiple End Users or the aggregation of traffic from multiple End Users onto a single service.

1.7 NT&T shall resell telecommunications services only to the same class of Customers to which Windstream sells the services; e.g. residential service may not be resold to business Customers.

1.8 NT&T shall not use a resold service to avoid the rates, terms and conditions of Windstream's Local Exchange Tariff, as applicable.

1.9 NT&T shall not use resold local exchange telephone service to provide access services to Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunication service providers.

1.10 NT&T has no right to the telephone number or any other call number designation associated with services furnished by Windstream, and no right to the continuance of service through any particular central office or number. Windstream reserves the right to change numbers or the central office designation associated with such numbers, or both, whenever Windstream deems it necessary to do so in the conduct of its business.

1.11 Service is furnished to NT&T on the condition that it will not be used for any unlawful purpose.

1.12 Service will be discontinued if any law enforcement agency advises that the service is being used in violation of the law.

1.13 Windstream can refuse service when it has grounds to believe that service will be used in violation of the law.

1.14 Windstream accepts no responsibility for any unlawful act committed by NT&T or its End Users as part of providing service to NT&T for purposes of resale or otherwise.

1.15 Windstream is authorized, but not required to cooperate with law enforcement agencies with respect to their investigation of any alleged unlawful activity of NT&T or its End Users. Law enforcement agency subpoenas and court orders regarding the End Users of NT&T will be directed to NT&T. Windstream shall be entitled to bill NT&T for any cost associated with complying with any requests by law enforcement agencies regarding NT&T or NT&T's End Users.

1.16 White Page Directory Services shall be provided as set forth in Attachment 9 - White Page Directories.

1.17 Interexchange carried traffic (e.g. sent-paid, information services and alternate operator services messages) received by Windstream with respect to NT&T end-user accounts will be returned to the IXC as unbillable, and will not be passed on to NT&T for billing. An unbillable code returned with those messages to the carrier will indicate that the messages originated from a resold account and will not be billed by Windstream.

1.18 All necessary information with respect to an end-user, including telephone number, requested service dates, and products and services desired will be provided to Windstream by NT&T in accordance with the practices and procedures established by Windstream.

1.19 Except as otherwise provided in this Agreement, if Windstream notifies NT&T in writing of a violation of a provision of this Agreement, NT&T shall have thirty (30) days from notice to correct the violation and notify Windstream in writing that the violation has been corrected.

1.20 Windstream shall continue to have the right to serve and market directly to any End User within Windstream's service area, including but not limited to NT&T's End Users. Windstream shall have the right to continue to directly market its own telecommunications products and services, and in doing so may establish independent relationships with NT&T's End Users.

1.21 NT&T shall not interfere with the right of any person or entity to obtain service directly from Windstream.

1.22 The circuits, facilities or equipment provided by any person or entity other than Windstream and use, operation, maintenance or installation thereof shall not:

1.22.1 interfere with or impair service over any facilities of Windstream, its affiliates, or its connecting and concurring carriers involved in its service;

1.22.2 cause damage to plant;
1.22.3 impair the privacy of any communications; or

1.22.4 create hazards to any employees or the public.

1.23 NT&T assumes the responsibility of notifying Windstream regarding any less than standard operations with respect to services provided by NT&T.

1.24 Facilities and/or equipment utilized by Windstream to provide service to NT&T shall remain the property of Windstream.

1.25 Windstream will provide Customer record information to NT&T, only after NT&T has provided Windstream the appropriate Letter(s) of Authorization (LOA) from the relevant Customer. Windstream may provide Customer record information to NT&T via Windstream Express.

1.26 The rates applicable to NT&T for purchase of services from Windstream for resale shall be the retail rate for the telecommunications services as provided in Windstream's applicable Local

Exchange Tariff. The resale discount to be provided to NT&T by Windstream pursuant to this Attachment shall be 16 percent (16%).

2.0 General Obligations

2.1 Windstream shall implement NT&T service orders within the same time intervals that Windstream uses to implement service orders for similar services for its own End Users.

2.2 The appropriate Windstream trouble reporting centers shall accept NT&T trouble reports with respect to NT&T End Users services 24 hours a day, 7 days a week. NT&T will be assigned a Customer contact center when initial service Agreements are made. NT&T End Users calling Windstream will be referred to NT&T at the number provided by NT&T.

2.3 If Windstream determines that an unauthorized change in local service by a local service provider has occurred, Windstream will reestablish service with the appropriate local service provider, and will assess against the local service provider an unauthorized change charge similar to that described in the Windstream F.C.C. Tariff No. 1. Appropriate nonrecurring charges, as set forth in the Local Exchange Tariff as applicable, will also be assessed to the local service provider.

2.4 To the extent allowable by law, NT&T shall be responsible for Primary Interexchange Carrier (PIC) change charges associated with such local exchange line. These charges will be assessed regardless if the NT&T or the End User made the change. NT&T shall pay for PIC changes at the tariffed rate.

2.5 NT&T shall resell the services provided herein only in those service areas in which such Resale Services or any feature or capability thereof are offered at retail by Windstream as the incumbent local exchange carrier to its End Users.

2.6 NT&T is solely responsible for the payment of charges for all service furnished under this Agreement, including, but not limited to, calls originated or accepted at NT&T location and its End Users' service locations, with the exception of any retail services provided directly by Windstream to the End User which Windstream is responsible for billing.

2.7 Windstream shall not be responsible for the manner in which the use of Resale Services or the associated charges are billed to others by NT&T. All applicable rates and charges for such services will be billed to and shall be the responsibility of NT&T, with the exception of other retail services provided directly to the End User by Windstream as described in paragraph 2.6 above.

2.8 If NT&T does not wish to be responsible for toll, collect, third number billed, 900 and 976 calls, NT&T must order blocking services as outlined in the Windstream Local Exchange Tariff and pay any applicable charges.

2.9 NT&T shall be responsible for providing to its End Users, and to Windstream a telephone number or numbers that NT&T End Users can use to contact NT&T in the event of service or repair requests. In the event that NT&T End Users contact Windstream with regard to such requests, Windstream shall provide the End User NT&T's contact number and inform the End User to contact NT&T.

3.0 Establishment of Service

3.1 NT&T will provide Windstream with the necessary documentation to enable Windstream to establish a master account for NT&T. Such documentation shall include, but is not limited to, the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), and a tax exemption certificate, if applicable. When a deposit is required pursuant to this Agreement and such requirements are met, Windstream will begin taking orders from NT&T for Resale Services.

3.2 Service orders will be submitted in the format designated in Windstream handbooks and manuals, and such format shall not be unreasonable.

3.3 When Windstream receives notification from NT&T that a current Windstream Customer will be subscribing to NT&T's services, standard service order intervals for the appropriate class of service will apply.

3.4 Except as required by applicable laws or rules, Windstream will not require End User confirmation prior to establishing service for NT&T's Customers. NT&T must, however, be able to demonstrate End User authorization upon request.

3.5 NT&T will be the single point of contact with Windstream for all subsequent ordering activity resulting in additions or changes to Resale Services, except that Windstream will accept a request directly from the End User for conversion of the End User's service from NT&T to Windstream, or will accept a request from another local service provider for conversion of the End User's service from NT&T to the other local service provider.

3.6 Windstream will provide NT&T at their request per Customer, blocking of calls (e.g., toll, 900, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that Windstream provides such blocking capabilities to its Customers and to the extent required by law.

3.7 When ordering Resale Services via a service order, NT&T may where available, order from Windstream separate InterLATA and IntraLATA service providers (i.e., two PICs) on a line or trunk basis where IntraLATA presubscription has been introduced. Windstream will accept PIC change orders for IntraLATA and long distance services through the Windstream service provisioning process.

3.8 Windstream will provide order format specifications to NT&T with respect to all services, features, and functions available and with respect to ancillary data required by Windstream to provision these services through Windstream manuals and handbooks.

4.0 Maintenance of Services

4.1 Windstream's facilities and equipment provided by Windstream shall be maintained by Windstream.

4.2 Windstream will provide maintenance for all Resale Services ordered under this Agreement at levels at least equal to the maintenance provided by Windstream in serving its Customers. Windstream technicians will provide repair service on Resale Services that is at levels at least equal to the quality to that provided to Windstream Customers; trouble calls from NT&T will receive response time and priorities that are at least equal to that of Windstream Customers.

4.3 NT&T or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by Windstream, other than by connection or disconnection to any interface means used, without the written consent of Windstream.

4.4 NT&T shall promptly notify Windstream of any situations that arise that may result in a service problem.

4.5 NT&T will be Windstream's single point of contact for all repair calls on behalf of NT&T's End Users with respect to Resale Services. All misdirected repair calls to Windstream from NT&T Customers will be given a recording (or live statement) directing them to call the number designated by NT&T. NT&T on a reciprocal basis will refer all misdirected repair calls that NT&T receives for Windstream Customers to Windstream

4.6 NT&T will contact the appropriate Windstream repair center in accordance with procedures established by Windstream. NT&T will refer repair calls to Windstream via Windstream Express.

4.7 For all repair requests, NT&T shall adhere to Windstream's prescreening guidelines prior to referring the trouble to Windstream.

4.8 For purposes of this Section, Resale Services is considered restored or a trouble resolved when the quality of Resale Services is equal to that provided before the outage or the trouble occurred.

4.9 Windstream will bill NT&T for handling troubles that are found not to be in Windstream's network or the result of a negligent act or omission of any Windstream agent or employee pursuant to its standard time and material charges. The standard time and material charges will be no more than what Windstream charges to its retail Customers for the same services.

4.10 Windstream will provide NT&T with written escalation procedures for maintenance resolution to be followed if, in NT&T's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided thereunder shall include names and telephone numbers of Windstream management personnel who are responsible for maintenance issues.

4.11 Windstream Maintenance of Service Charges, when applicable, will be billed by Windstream to NT&T, and not to NT&T's end-user Customers.

4.12 Dispatching of Windstream technicians to NT&T Customer premises shall be accomplished by Windstream pursuant to a request received from NT&T.

4.13 When a Windstream employee visits the premises of a NT&T local Customer, the Windstream employee will inform the Customer or occupant, directly or indirectly, that he or she is there acting on behalf of "their local service provider". Materials left at the Customer premises (e.g., a door hanger notifying the Customer of the service visit) must also inform the Customer that Windstream was on their premises acting on behalf of "their local service provider".

4.14 If trouble cannot be cleared without access to NT&T local Customer's premises and the Customer is not at home, the Windstream technician will leave at the Customer's premises a non-branded "no access" card requesting the Customer to call "their local service provider" for rescheduling of repair.

4.15 Windstream will perform testing (including trouble shooting to isolate any problems) of Resale Services purchased by NT&T in order to identify any new circuit failure performance problems.

5.0 Discontinuance of Service

5.1 End User Disconnect Procedures

5.1.1 At the request of NT&T, Windstream will disconnect a NT&T Customer.

5.1.2 All requests by NT&T for denial or disconnection of an End User for nonpayment must be provided to Windstream in writing in the manner and format prescribed by Windstream.

5.1.3 NT&T will be solely responsible for notifying the End User of the proposed disconnection of service.

5.1.4 Upon restoration of the End User's service, charges will apply and will be the responsibility of NT&T.

5.1.5 Windstream will continue to process calls made to Windstream for annoyance calls and will advise NT&T when it is determined that annoyance calls are originated from one of their End User's locations. Windstream shall be indemnified, defended and held harmless by NT&T against any claim, loss or damage arising from providing this information to NT&T. It is the responsibility of NT&T to take the corrective action necessary with its Customers who make annoying calls. Failure to do so will result in Windstream's disconnecting the End User's service.

6.0 Termination of Service to NT&T

6.1 Windstream reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of facilities or service, abuse of facilities, or any other violation or noncompliance by NT&T of the rules and regulations of the Windstream Local Exchange Tariff.

6.2 Disputes hereunder shall be resolved in accordance with the procedures identified in § 6.0 Dispute Resolution. Failure of NT&T to pay charges owed to Windstream shall be grounds for termination under this Agreement

6.3 Failure of NT&T to pay all charges, including disputed amounts, shall be grounds for suspension or termination of this Agreement. If NT&T fails to pay when due, all charges billed to NT&T under this Agreement , and any portion of such charges remain unpaid more than fifteen (15) days after the due date of such charges, Windstream will notify NT&T in writing that in order to avoid having service disconnected and or suspension of order acceptance, NT&T must remit all charges to Windstream within fifteen (15) days after receipt of said notice (the "Embargo Notice").

6.4 If any NT&T charges remain unpaid at the conclusion of the time period as set forth in § 7.3 above (15 days from the due date of such unpaid charges), Windstream will notify NT&T, (the "Disconnect Notice") and the appropriate commission(s) in writing, pursuant to state public service commission's rules and regulations, that NT&T's service will be disconnected and NT&T's End Users may be switched to Windstream local service and Windstream will suspend order acceptance. Applicable service establishment charges for switching End Users from NT&T to Windstream will be assessed to NT&T. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If Windstream does not discontinue the provision of the services involved on the date specified in the

fifteen (15) day Embargo Notice, and NT&T's noncompliance continues, nothing contained herein shall preclude Windstream's right to discontinue the provisions of the services to NT&T without further notice.

6.5 Within five (5) calendar days of the transfer to Windstream's service, (30 days past NT&T's due date), Windstream will notify all affected End Users that because of a NT&T's failure to pay all charges, their service is now being provided by Windstream.

6.6 After disconnect procedures have begun, Windstream will not accept service orders from NT&T until all charges are paid in full, in immediately available funds. Windstream will have the right to require a deposit equal to three (3) months charges (based on the highest previous month of service from Windstream) prior to resuming service to NT&T after disconnect for nonpayment.

6.7 Beyond the specifically set out limitations in this Section, nothing herein will be interpreted to obligate Windstream to continue to provide service to any such End Users or to limit any and all disconnection rights Windstream may have with regard to such End Users.

7.0 Billing and Payments

7.1 Pursuant to this Agreement, Windstream shall bill NT&T those charges, which NT&T incurs as a result of NT&T purchasing Resale Services from Windstream.

7.2 Windstream shall provide NT&T a monthly bill including all charges incurred by and credits and/or adjustments due to NT&T for the Resale Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by Windstream to NT&T will include:

7.2.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;

7.2.2 any known unbilled non-usage sensitive charges for prior periods;

7.2.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; and

7.2.4 any known unbilled usage sensitive charges for prior periods. Windstream will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to NT&T.

7.3 Any switched access charges associated with Interexchange carrier access to the resold local exchange lines will be billed by, and due Windstream from the Interexchange Carrier.

7.4 All End User common line (EUCL) charges, subscriber line charges (SLC), or other similar charges will continue to apply for each local exchange line resold under this Agreement. All applicable federal and state rules, tariffs and regulations associated with such charges shall be applicable, as may be amended from time to time.

7.5 Each Party will provide the other Party at no charge a contact person for the handling of any Resale Billing questions or problems.

7.6 Windstream will render bills each month on established bill days for each of NT&T's accounts.

7.7 If NT&T requests an additional copy(ies) of a bill, NT&T will pay Windstream a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or

corrections, or the failure of the original transmission to comply with the specifications set forth in this Agreement.

7.8 Payment of all charges will be the responsibility of NT&T. NT&T shall make payment to Windstream for all Resale Services billed. Windstream is not responsible for payments not received by NT&T from NT&T's Customer. Windstream will not become involved in Billing Disputes that arise between NT&T and its Customer. Payments made to Windstream, as payment on account, will be credited to an accounts receivable master account and not to an End User's account.

7.9 Payment of all charges will be due within thirty (30) days of the invoice date and payable in immediately available funds. Payment is considered to have been made when received by Windstream.

8.0 Customer Usage Data

8.1 Usage Data with respect to End Users will be provided by Windstream to NT&T when the End User has been transferred to NT&T, and NT&T purchases Resale Services from Windstream.

8.2 Windstream will provide usage data for NT&T Customers using Windstream-provided Resale Services. Usage Data includes, but is not limited to, the following categories of information:

8.2.1 All record types that are currently processed for Windstream Customers.

8.2.2 Use of CLASS/ Custom Features;

8.2.3 Station level detail for Windstream - provided CENTREX families of services; and

8.2.4 Complete call detail and complete timing information for Resale Services;

8.3 Windstream will provide Usage Data for completed calls only for service offerings that Windstream records for itself (e.g., Local Measured Services) and recordings performed on the behalf of Windstream for operator services and directory assistance.

8.4 Windstream will provide Usage Data to NT&T only for NT&T Customers. Windstream will not submit other carriers' local usage data as part of the NT&T Usage Data.

8.5 Windstream will provide Usage Data in EMI format.

8.6 Windstream will include the Working Telephone Number (WTN) of the call originator on each EMI call record.

8.7 Customer usage records and station level detail records will be in packs in accordance with EMI guidelines.

8.8 Windstream will transmit formatted Usage Data to NT&T via CONNECT: Direct or as otherwise agreed to by the Parties. NT&T is responsible for the connection.

8.9 NT&T and Windstream will test and certify the CONNECT: Direct interface to ensure the accurate transmission of Usage Data. NT&T will pay to Windstream a per message charge for Windstream's transmission of usage data to NT&T.

8.10 Windstream will provide Usage Data to NT&T daily (Monday through Friday) on a time schedule to be determined by the Parties. By mutual Agreement of both Parties, this schedule can be amended with thirty (30) days written notice.

8.11 Windstream will establish a single point of contact to respond to NT&T call usage, data error, and record transmission inquiries.

8.12 Windstream will bill and NT&T will pay the applicable charges for Usage Data set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.

ATTACHMENT 3: INTENTIONALLY LEFT BLANK

ATTACHMENT 4: NETWORK INTERCONNECTION ARCHITECTURE

1.0 Interconnection Facility Options

1.1 This Section describes the Interconnection of Windstream's network and NT&T's network for the purpose of exchanging Local traffic, Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. Windstream will provide Interconnection at any Technically Feasible point(s) within its network, including but not limited to, (i) the Line Side of a local Switch (i.e., local switching); (ii) the Trunk Side of a local Switch, (iii) the trunk connection points for a Tandem Switch, (iv) Central Office Cross Connection points, (v) out-of-band Signaling Transfer Points necessary to exchange traffic at these points and access call-related databases, and (vi) points of access to Unbundled Network Elements. "Interconnection" is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of telephone Local traffic and Exchange Access traffic at points (ii) and (iii) described above. Interconnection is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to local or Access Tandem Switches for the exchange of Local traffic; or End Office Switches to Access Tandem Switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access traffic. Windstream Tandem Switch to CLEC Tandem Switch connections will be provided where Technically Feasible. New or continued Windstream local Tandem Switch to Windstream Access Tandem Switch and Windstream Access Tandem Switch to Windstream Access Tandem Switch connections are not required where Windstream can demonstrate that such connections present a risk of Switch exhaust and that Windstream does not make similar use of its network to transport the local calls of its own or any Affiliate's End User Customers.

1.1.1 Windstream will provide to NT&T Interconnection at least equal in quality to that provided to itself, to any subsidiary, Affiliate, or any other party to which it provides Interconnection. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Interconnection are subject to this requirement. Windstream will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Windstream shall comply with all state wholesale and retail service quality requirements.

1.2 **Methods of Interconnection**

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. NT&T shall establish at least one (1) physical Point of Interconnection in Windstream territory in each LATA NT&T has local End User Customers. The Parties shall establish, through negotiations, at least one (1) of the following Interconnection arrangements, at any Technically Feasible point: (1) a DS1 or DS3 Windstream-provided facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) other Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) process unless a particular arrangement has been previously provided to a third party, or is offered by Windstream as a product. Each Party is responsible for the cost, appropriate sizing, operation, and maintenance of the facilities on its side of each IP. Each IP must be located within Windstream's serving territory in the LATA in which traffic is originating. An IP determines the point up to which the originating Party shall be responsible for providing at its own expense, the call transport with respect to its Local traffic and IntraLATA Traffic.

1.2.1 Windstream-provided Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 Entrance Facility of NT&T's determination. An Entrance Facility extends from the Windstream Serving Wire Center to NT&T's Switch location or any Technically Feasible POI chosen by NT&T. Windstream-provided Entrance Facilities may not extend beyond the area served by the Windstream Serving Wire Center. The rates for Windstream-provided Entrance Facilities are provided in the UNE prices to

this Agreement. Windstream's private line transport service is available as an alternative to Windstream-provided Entrance Facilities, when NT&T uses such private line transport service for multiple services. Entrance Facilities may not be used for Interconnection with Unbundled Network Elements.

1.2.2 Collocation. Interconnection may be accomplished through the Collocation arrangements offered by Windstream. The terms and conditions under which Collocation will be available are described in the Collocation Attachment of this Agreement.

1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one (1) Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. NT&T may not use remaining capability in an existing Mid-Span Meet POI to gain access to Unbundled Network Elements. These Mid-Span Meet POIs will consist of facilities used for the Provisioning of one-way or two-way local/IntraLATA and Jointly Provided Switched Access Interconnection trunks, as well as miscellaneous trunks such as Mass Calling Trunks, OS/DA, 911 and including any dedicated DS1, DS3 transport trunk groups used to provision originating NT&T traffic.

1.2.3.1 The Mid-Span Fiber Meet architecture requires each Party to own its equipment on its side of the Point of Interconnection (POI). NT&T may designate Mid-Span Fiber Meet as the target architecture, except in scenarios where it is not Technically Feasible or where the Parties disagree on midpoint location.

1.2.3.2 In a Mid-Span Fiber Meet the Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful Interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. NT&T is responsible for providing at its location the Fiber Optic Terminal (FOT) equipment, multiplexing, and fiber required to terminate the optical signal provided by Windstream. Windstream is responsible for providing corresponding FOT(s), multiplexing, and fiber required to terminate the optical signal provided by NT&T.

1.2.3.3 The Parties shall, wholly at their own expense, procure, install, and maintain the FOT(s) in each of their locations where the Parties establish a Fiber Meet with capacity sufficient to provision and maintain all trunk groups. The Parties shall mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s and DS3s necessary for transport of forecasted local Interconnection trunking. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection.

1.2.4 Windstream agrees to provide local Interconnection trunk diversity to the same extent it does so in Windstream's local network.

2.0 Exchange of Traffic

2.1 Description

2.1.1 This Section 2.0 addresses the exchange of traffic between NT&T's network and Windstream's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant

to its respective Tariffs or coutractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

2.1.2 The traffic types to be exchanged under this Agreement include:

2.1.2.1 Local traffic.

2.1.2.2 IntraLATA Toll Exchange Access (IntraLATA Toll) traffic.

2.1.2.3 Jointly Provided Switched Access traffic as defined in Attachment 12 of this Agreement. Jointly Provided Switched Access is associated with Meet-Point Billing.

2.1.2.4 Transit traffic is any traffic that originates from one (1) Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access. Transit service is provided by Windstream, as a local and Access Tandem Switch provider, to NT&T to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless Carrier), which is connected to Windstream's local or Access Tandem Switches. To the extent that NT&T's Switch functions as a local or Access Tandem Switch, as defined in this Agreement, NT&T may also provide transit service to Windstream.

2.1.2.5 Traffic having special Billing or trunking requirements includes, but is not limited to, the following:

a) 911/E911;
b) Toll Free Services; and
c) ISP-bound traffic.

2.2 Terms and Conditions

2.2.1 Transport and Termination of Local Traffic

2.2.1.1 As negotiated between the Parties, the transport of Local traffic may occur in several ways:

2.2.1.1.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of Local traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant.

2.2.1.1.2 NT&T may purchase transport services from Windstream or from a third party, including a third party that has leased the private line transport service facility from Windstream. Such transport provides a transmission path for the Local trunk to deliver the originating Party's Local traffic to the terminating Party's End Office Switch or Tandem Switch for call termination. Transport may be purchased from Windstream as Tandem Switch routed (i.e., tandem switching, tandem

transmission and direct trunked transport) or direct routed (i.e., direct trunked transport). This Section is not intended to alter either Party's obligation under Section 251(a) of the Act.

2.2.1.2 When either Party utilizes the other Party's Tandem Switch for the exchange of Local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's End Office Switch delivered to the other Party's Tandem Switch for delivery to one (1) of the other Party's End Office Switches, the originating Party will order a direct trunk group to the other Party's End Office Switch. To the extent that NT&T has established a Collocation arrangement at a Windstream End Office Switch location, and has available capacity, NT&T may, at its sole option, provide two-way direct trunk facilities from that End Office Switch to NT&T's Switch.

2.2.1.3 Local interconnection ordered to a Tandem Switch will be provided as direct trunked transport between the Serving Wire Center of NT&T's POI and the Tandem Switch. Tandem transmission rates, as specified in this Agreement, will apply to the transport provided from the Tandem Switch to Windstream's End Office Switch.

2.2.1.4 Regardless of the number of Location Routing Numbers (LRNs) used by NT&T in a LATA, Windstream will route traffic destined for NT&T's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Windstream Tandem Switch.

2.2.1.6 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office facility plan that will alleviate the tandem capacity shortage and ensure completion of traffic between NT&T and Windstream.

2.2.2 Exchange Access (IntraLATA Toll) Traffic

2.2.2.1 Exchange Access (IntraLATA Toll) traffic shall be delivered to Windstream at the Access Tandem Switch or via separate trunks to Windstream's End Office Switch(es), as designated by NT&T.

2.2.3 Transit Traffic

2.2.3.1 Windstream will accept traffic originated by NT&T for termination to another CLEC, existing LEC, or wireless Carrier that is connected to Windstream's local and/or Access Tandem Switch as defined in the Local Exchange Routing Guide (LERG). Windstream will also terminate traffic from these other Telecommunications Carriers to NT&T. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

2.2.3.2 To the extent Technically Feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP messages to facilitate full Interoperability and Billing functions.

2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. The Parties agree to enter into

traffic exchange agreements with third party Telecommunications Carriers prior to delivering traffic to be transited to third party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys fees and expenses. In the case of Exchange Access (IntraLATA Toll) traffic where Windstream is the designated IntraLATA Toll provider for existing LECs, Windstream will be responsible for payment of appropriate usage rates.

2.2.3.4 When Windstream receives an unqueried call from NT&T to a telephone number that has been ported to another local services provider, the transit rate will apply for local calls and the appropriate access rates will be assessed for IntraLATA calls. A LNP query rate will also apply pursuant to Windstream's Access Tariff.

2.2.4 Jointly Provided Switched Access. The Parties will use industry standards developed to handle the Provisioning and Billing of Jointly Provided Switched Access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Windstream will also provide the one-time notification to NT&T of the billing name, billing address and Carrier identification codes of the IXCs subtending any Access Tandem Switches to which NT&T directly connects. This type of traffic is discussed separately in this Agreement.

2.2.5 Signaling Options

2.2.5.1 SS7 Out-of-Band Signaling. SS7 Out-of-Band Signaling is available for Local trunks. SS7 Out-of-Band Signaling must be requested on the order for new Local trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) under Windstream Intrastate Access Tariffs; (b) as defined in the Windstream FCC Tariff # 3; or (c) from a third party signaling provider. Each of the Parties, Windstream and NT&T, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, and GR-394 CORE.

2.2.5.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for Local trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for new Local trunks. Windstream will provide NT&T with a listing of Windstream Switches fully capable of routing 64CCC traffic. Where available to Windstream, Windstream will provide NT&T with the same 64CCC on an alternate route or if necessary via an overlay network.

2.2.5.3 MF Signaling. Interconnection trunks with MF signaling may be ordered by NT&T if the Windstream Central Office Switch does not have SS7 capability or if the Windstream Central Office Switch does not have SS7 diverse routing.

2.2.6 Measurement of terminating Local minutes begins when the terminating Local entry Switch receives answer supervision from the called End User Customer's End Office Switch indicating the called End User Customer has answered. The measurement of

terminating call usage over Local trunks ends when the terminating Local entry switch receives disconnect supervision from either the called End User Customer's End Office Switch, indicating the called End User Customer has disconnected, or NT&T's Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by End Office Switch and rounded to the nearest whole minute.

2.2.7 Local Forecasting

2.2.7.1 Both NT&T and Windstream shall work in good faith to define a mutually agreed upon forecast of Local trunking.

2.2.7.2 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and Provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for Local trunking that impacts the Switch capacity and facilities of each Party. NT&T shall provide trunk group specific projections to Windstream on or before the date of the joint planning meeting.

2.2.7.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth, Windstream will utilize NT&T's semi-annual forecasts and near-term demand submitted separately in writing to ensure availability of switch capacity.

2.2.7.4 The forecast will identify trunking requirements for a two (2) year period. From the semi-annual close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which may require a six (6) month interval to complete the network build. Seven (7) months after submission of the forecast, Windstream will have the necessary capacity in place to meet orders against the forecast.

2.2.7.5 Both Parties will follow the forecasting and Provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct End Office Switch versus Tandem Switch routing. See Section 2.2.1.3.

2.2.7.6 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with its Local Trunk forecast in addition to the forecasts themselves. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Windstream shall provide NT&T a report reflecting then current spare capacity at each Windstream Switch that may impact the Interconnection traffic. Windstream shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. NT&T will be provided Interconnection trunk group data on its own trunks. Windstream shall also provide a report reflecting Tandem Switch routed Interconnection trunking that has exceeded 512BHCCS. The information is Proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

2.2.7.7 In addition to the above information, NT&T shall provide:

a) Completed Windstream Local Trunk Forecast Forms; and
b) Any planned use of an alternate Tandem Switch provider.

2.2.7.8 In addition to the above information, the following information will be available through the Local Exchange Routing Guide. The LERG is available through Telcordia.

a) Windstream Local and Access Tandem Switches and Windstream End Office Switches;
b) CLLI Codes; and
c) Switch Type.

Windstream will notify NT&T six (6) months prior to LERG amendment, the anticipation of a new local Tandem Switch.

2.2.7.9 The following terms shall apply to the forecasting process:

2.2.7.9.1 NT&T forecasts may be provided to Windstream as detailed in Windstream's Trunk Forecast Form;

2.2.7.9.2 NT&T forecasts provided to Windstream, information provided by NT&T to Windstream outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by Windstream to NT&T shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in other sections of this Agreement.

2.2.7.10 If a trunk group is consistently utilized (trunks-required over trunks-in-service) at less than fifty percent (50%) of rated busy-hour capacity each month of any consecutive six (6) month period, Windstream will notify NT&T of Windstream's desire to resize the trunk group. Such notification shall include Windstream's information on current utilization levels. If NT&T does not submit an ASR to resize the trunk group within thirty (30) Days of the written notification, Windstream may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Windstream shall not leave the trunk group with less than twenty-five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

2.2.7.11 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

2.2.7.12 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to construction charges. When Windstream claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that NT&T alone is the sole cause of such construction. Windstream shall initiate such proceeding within ten (10) Days of notifying NT&T in writing that it will not construct the requested facilities, or within ten (10) Days of notice from NT&T in writing that Windstream must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Windstream shall not object to using the most expeditious procedure available under state law, rule or regulation.

Windstream shall be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, Windstream and NT&T will share costs in proportion to each Party's use of the overall capacity of the route involved. Windstream and NT&T may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate NT&T forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard Windstream forecast period of six (6) months may not apply under these circumstances. Construction charges shall not apply in the event that construction is an augment of an existing route.

2.2.8 Trunking Requirements

2.2.8.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards, state requirements and standards.

2.2.8.2 Separate trunk groups may be established based on billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

a) 911/E911 Trunks; and
b) Mass calling trunks, if applicable.

2.2.8.2.1 Local, ISP-Bound Traffic, Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA Toll involving a third party IXC) may be combined in a single Local trunk group or transmitted on separate Local trunk groups. If traffic is combined, Section 3.4 of this Agreement applies.

2.2.8.2.2 Local traffic shall not be combined with Switched Access, not including Jointly Provided Switched Access, on the same trunk group, i.e. Local may not be combined with FGD to a Windstream Access Tandem Switch and/or End Office Switch.

2.2.8.3 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of Local and IntraLATA Toll/Jointly Provided Switched Access traffic. 911/E911 and Toll Free Service trunk groups may be made below a DS1 level, as negotiated.

2.2.8.4 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

a) The Parties will provision all trunking using SS7/CCS capabilities. Exceptions to this arrangement would be limited to 911 trunking and any others currently available in the Windstream network only on MF signaling. Windstream will not require a Bona Fide Request to accomplish Interconnection with a Windstream Central Office Switch not currently equipped for SS7 and where MF signaling is used. When

the SS7/CCS option becomes available in the Windstream network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

b) When the Parties interconnect via CCS for Jointly Provided Switched Access Service, the Access Tandem Switch provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

2.2.8.5 NT&T may interconnect at either the Windstream local Tandem Switch or the Windstream Access Tandem Switch for the delivery of local exchange traffic. When NT&T is interconnected at the Access Tandem Switch and where there would be a DS1's worth of local traffic (512 BHCCS) between NT&T's Switch and those Windstream End Office Switches subtending a Windstream local Tandem Switch, NT&T will order a trunk group to the Windstream local Tandem Switch. As an alternative, NT&T shall terminate traffic on Windstream End Office Switches. When Windstream lacks available capacity at the Access Tandem Switch, Windstream will arrange local Tandem Switch or End Office Switch Interconnection at the same cost to NT&T as Interconnection via the Windstream Access Tandem Switch.

2.2.8.5.1 Windstream will allow Interconnection for the exchange of local traffic at Windstream's Access Tandem Switch without requiring Interconnection at the local Tandem Switch, at least in those circumstances when traffic volumes do not justify direct connection to the local Tandem Switch; and regardless of whether capacity at the Access Tandem Switch is exhausted or forecasted to exhaust.

2.2.8.6 To the extent Windstream is using a specific End Office Switch to deliver limited Tandem Switch functionality to itself, a wireless service provider, another CLEC, or another ILEC, it will arrange the same trunking for NT&T.

2.2.8.7 Alternate Traffic Routing. If NT&T has a Local arrangement which provides two (2) paths to a Windstream End Office Switch (one (1) route via a Tandem Switch and one (1) direct route), NT&T may elect to utilize alternate traffic routing. NT&T traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the Tandem Switch group (also referred to as the "alternate final" route) for completion to Windstream End Office Switches.

2.2.8.8 Host-Remote. When a Windstream Wire Center is served by a remote End Office Switch, NT&T may deliver traffic to the host Central Office or to the Tandem Switch. NT&T may deliver traffic directly to the remote End Office Switch only to the extent Windstream has arranged similar trunking for itself or others. For remote Switches that currently lack direct trunking capability, Windstream will accept Bona Fide Requests for Trunk Side access.

2.2.9 Testing

2.2.9.1 Acceptance Testing. At the time of installation of a Local trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

2.2.9.2 Testing Capabilities

2.2.9.2.1 Local Interconnection Acceptance Testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loop-back (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

2.2.9.2.2 In addition to Local Interconnection acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing). Charges for such testing are identified in Section 3.5.

2.2.9.3 Repair Testing. At the time of repair of a Local trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

2.2.10 Mileage Measurement. Where required, the mileage measurement for Local rate elements is determined in the same manner as the mileage measurement for V&H methodology as outlined in NECA Tariff No. 4.

2.4 Transit Traffic. Neither Party shall deliver: (i) traffic destined to terminate at the other Party's end office via another LEC's end office, or (ii) traffic destined to terminate at an end office subtending the other Party's tandem via another LEC's tandem.

3.0 Interconnection Facilities

3.1 Interconnection Facility Options

3.1.1 Entrance Facilities

3.1.1.1 Recurring and nonrecurring rates for Entrance Facilities are specified in Windstram's FCC Tariff #3 and will apply for those DS1 or DS3 facilities dedicated to use EAS/Local Interconnection.

3.1.1.2 If NT&T chooses to use an existing facility purchased as private line transport service from the Windstream state or FCC access Tariffs, the rates from those Tariffs will apply.

3.1.1.3 If the Parties elect to establish Local two-way trunks, for reciprocal exchange of EAS/Local traffic, the cost of the two-way facilities shall be shared among the Parties by reducing the EAS/Local two-way Entrance Facility (EF) rate element charges as follows:

3.1.1.3.1 The provider of the Local two-way Entrance Facility (EF) will initially share the cost of the Local two-way EF by assuming an initial relative use factor (RUF) of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged Local traffic previously. The nominal charge to the other Party for the use of the EF, as described in Windstream's FCC Tariff #3, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial

relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If NT&T's End User Customers are assigned NPA-NXXs associated with a rate center different from the rate center where the End User Customers are physically located, traffic that does not originate and terminate within the same Windstream Local Calling Area, regardless of the called and calling NPA-NXXs involving those End User Customers, is referred to as "VNXX traffic." For purposes of determining the relative use factor, the terminating carrier is responsible for ISP-bound traffic and for VNXX traffic. If either Party demonstrates with traffic data that actual minutes of use during the previous quarter justifies a new relative use factor, that Party will send a notice to the other Party. Once the Parties finalize a new factor, bill reductions and payments will apply going forward from the date the original notice was sent. ISP-bound traffic or traffic delivered to Enhanced Service providers is interstate in nature. Windstream has never agreed to exchange VNXX traffic with NT&T.

3.1.2 Collocation

3.1.2.1 See the Collocation Attachment, Attachment 7.

3.2 **Direct Trunked Transport**

3.2.1 Either Party may elect to purchase direct trunked transport from the other Party.

3.2.1.1 Direct trunked transport (DTT) is available between the Serving Wire Center of the POI and the terminating Party's Tandem Switch or End Office Switches. The applicable rates are described in Appendix A, UNE Price List. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

3.2.1.2 When DTT is provided to a local or Access Tandem Switch for Local traffic, or to an Access Tandem Switch for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch. Additional rate elements for delivery of traffic to the terminating End Office Switch are tandem switching and tandem transmission. These rates are described below.

3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the Local/Access Tandem Switch or End Office Switch.

3.2.1.4 Fixed Charges per DS0, DS1 or DS3 and per mile charges are defined for DTT in Appendix A, UNE Price List of this Agreement.

3.2.2 If the Parties elect to establish Local two-way DTT trunks, for reciprocal exchange of Local traffic, the cost of the Local two-way DTT facilities shall be shared among the Parties by reducing the Local two-way DTT rate element charges as follows:

3.2.2.1 The provider of the Local two-way DTT facility will initially share the cost of the Local two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not

exchanged Local traffic previously. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, UNE Price List, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If either Party demonstrates with non-ISP-bound traffic data that actual minutes of use during the previous quarter justifies a new relative use factor, that Party will send a notice to the other Party. Once the Parties finalize a new factor, bill reductions and payments will apply going forward from the date the original notice was sent. ISP-bound traffic is interstate in nature. Windstream has never agreed to exchange VNXX traffic with NT&T.

3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at rates described in Exhibit A, UNE Price List.

3.3 **Trunk Nonrecurring Charges**

3.3.1 Installation Nonrecurring charges may be assessed by the provider for each Local trunk ordered. Windstream will access the rates as specified in Appendix A, UNE Price List.

3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each Local trunk rearrangement ordered, at one-half (1/2) the rates specified in Appendix A, UNE Price List.

3.4 To the extent a Party combines Local, Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third party IXC) traffic on a single EAS/Local trunk group, the originating Party, at the terminating Party's request will declare quarterly PLU(s). Such PLUs will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. The terminating Party should apportion per minute of use (MOU) charges appropriately.

4.0 Ordering

4.1 When ordering Local Interconnection, the ordering Party shall specify requirements on the Access Service Request (ASR): 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., direct trunked transport or tandem switched transport); 3) the number of Ports to be provisioned at an End Office Switch or local Tandem Switch; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

4.2 For each NXX Code assigned to NT&T by the NANPA, NT&T will provide Windstream with the CLLI codes of the Windstream Tandem Switches and NT&T's Point of Interface to which traffic associated with the NXX will be routed. For NXX Codes assigned to existing Local trunk groups, NT&T will also provide Windstream with the Windstream assigned two-six code (TGSN) to which each NXX will be routed.

4.3 When either Party has ordered a DS3 Entrance Facility or private line facility, that Party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments (CFA). Also, if either Party has provided or ordered a DS1 Entrance Facility or private line facility, that Party will be responsible for identification of the DS0 channels of the DS1 private line to be used to provide CFA.

4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. The Parties will provide their best estimate of the traffic distribution to each End Office Switch subtending the Tandem Switch.

4.5 Service intervals and Due Dates for initial establishment of trunking arrangements at each new switch location of interconnection between the Parties will be determined on an Individual Case Basis.

4.6 Windstream will establish intervals for the provision of Local Interconnection trunks that conform to the performance objectives set forth in this Agreement. Windstream will provide notice to NT&T of any changes to the Local Interconnection trunk intervals.

4.7 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) Days after the Service Date, the provider has the following options:

a) The order will be canceled; cancellation charges apply unless mutually agreed to by the Parties;
b) Billing for the service will commences.

ATTACHMENT 5: INTENTIONALLY LEFT BLANK

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS (UNEs)

1.0 General Terms

1.1 Changes in law, pursuant to Section 3.0 of the General Terms and Conditions of this Agreement, relating to Unbundled Network Elements (UNEs), including additions and deletions of elements Windstream is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 3.0 of the General Terms and Conditions of this Agreement. NT&T and Windstream agree that the UNEs identified in Section 6 are not exclusive and that pursuant to changes in FCC rules as followed in Section 3.0 of the General Terms and Conditions, or the Bona Fide Request Process, NT&T may identify and request that Windstream furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act. Failure to list a UNE herein shall not constitute a waiver by NT&T to obtain a UNE subsequently defined by the FCC.

1.1.1 UNEs shall only be obtained for the provision of Telecommunications Services, which do not include telecommunications utilized by NT&T for its own administrative use.

1.1.2 NT&T may not access UNEs for the exclusive provision of Mobile Wireless Services or Interexchange Services.

1.1.3 If NT&T accesses and uses a UNE consistently with Section 1.2, NT&T may provide any Telecommunications Services over the same UNE.

1.1.4 To submit an order to obtain a high capacity Loop or transport UNE, NT&T must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in Sections IV, V, and VI of the Triennial Review Remand Order, and that it is therefore entitled to unbundled access to the particular Network Elements sought pursuant to Section 251(c)(3) of the Act. As part of such reasonably diligent inquiry, NT&T shall ensure that a requested unbundled DS1 or DS3 Loop is not in a Wire Center identified on the list provided by NT&T of Wire Centers that meet the applicable non-impairment thresholds as specified in Section 2, and that a requested unbundled DS1, DS3 and/or dark fiber transport circuit UNE is not between Wire Centers found identified on the list of Wire Centers that meet the applicable non-impairment threshold as specified in Section 6. NT&T shall provide a letter or other mutually agreed upon form to document its compliance. NT&T will maintain appropriate records that document what NT&T relied upon to support its certification.

1.1.4.1 Upon receiving a request for access to a dedicated transport or high-capacity loop UNE that indicates that the UNE meets the relevant factual criteria discussed in sections V and VI of the Triennial Review Remand Order, Windstream must process the request if the UNE is in a location that does not meet the applicable non-impairment thresholds as specified in Section 2 or Section 6. To the extent that Windstream seeks to challenge any other such UNEs, it subsequently can raise that issue through the dispute resolution procedures provided for in this Agreement.

1.1.4.2 Additional Non-Impaired Wire Centers. If additional Windstream Wire Centers are found to meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order under which Windstream is no longer required to offer Unbundled DS1 or DS3 Loops, and/or if additional Windstream Wire Centers are reclassified as Tiers 1 or 2, thus impacting the

availability of Unbundled DS1, DS3, or Dark Fiber transport, Windstream shall provide notice to NT&T. Thirty (30) Days after notification from Windstream, NT&T will no longer order impacted high capacity or Dark Fiber UNEs in or between those additional Wire Centers. NT&T will have ninety (90) Days to transition exiting DS1 and DS3 UNEs to an alternative service. NT&T will have one hundred eighty (180) Days to transition Dark Fiber transport to an alternative service. Windstream and NT&T will work together to identify those circuits impacted by such change. Absent NT&T transition of impacted UNEs within the transition period above, Windstream will convert facilities to month-to-month service arrangements in Windstream's Special Access Tariff or begin the disconnect process of Dark Fiber facilities. NT&T is subject to back billing for the difference between the UNE and Tariff rates beginning on the ninety-first (91st) Day as well as for all applicable nonrecurring charges associated with such conversions.

1.1.5 If it is determined by NT&T or Windstream that NT&T's access to or use of UNEs is inconsistent with Existing Rules, except due to change of law, NT&T has thirty (30) Days to convert such UNEs to alternate service arrangements and NT&T is subject to back billing for the difference between rates for the UNEs and rates for the Windstream alternate service arrangements. NT&T is also responsible for all non-recurring charges associated with such conversions.

1.1.6 When NT&T submits an order to convert a special access circuit to a UNE and that circuit has previously been exempt from the special access surcharge pursuant to 47 C.F.R. § 69.115, NT&T shall document in its certification when and how the circuit was modified to permit interconnection of the circuit with a local exchange subscriber line.

1.1.8 NT&T may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., switched and special access services offered pursuant to Tariff), and request Windstream to perform the necessary functions to provision such Commingling. NT&T will be required to provide the CFA (Connecting Facility Assignment) of NT&T's network demarcation (e.g., Collocation or multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting Windstream to perform the Commingling of such services. Windstream shall not deny access to a UNE on the grounds that the UNE or UNE Combination shares part of Windstream's network with access services.

1.1.8.1 When a UNE and other service are Commingled, the service interval for each facility being Commingled will apply only as long as a unique provisioning process is not required for the UNE or service due to the Commingling. Performance measurements and\or remedies do not apply to the total Commingled arrangement but do apply to each facility or service ordered within the Commingled arrangement. Work performed by Windstream to provide Commingled services that are not subject to standard provisioning intervals will not be subject to performance measures and remedies, if any, contained in this Agreement or elsewhere, by virtue of that service's inclusion in a requested Commingled service arrangement. Provisioning intervals applicable to services included within a requested Commingled service arrangement will not begin to run until NT&T provides a complete and accurate service request, necessary CFAs to Windstream, and Windstream completes work required to perform the Commingling that is in addition to work required to provision the service as a stand-alone facility or service.

1.1.8.3 Services are available for Commingling only in the manner in which they are provided in Windstream's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

1.1.8.3.1 Entrance Facilities and mid-span meet SPOI obtained pursuant to Section 7 of this Agreement are not available for Commingling.

1.1.9 Ratcheting. To the extent that NT&T requests Windstream to commingle a UNE or a UNE Combination with one or more facilities or services that NT&T has obtained at wholesale from Windstream pursuant to a method other than unbundling under Section 251(c)(3) of the Act, Windstream will not be required to bill that wholesale circuit at multiple rates, otherwise known as ratcheting. Such commingling will not affect the prices of UNEs or UNE Combinations involved.

1.1.9.1 To the extent a multiplexed facility is included in a Commingled circuit then: (1) the multiplexed facility will be ordered and billed at the UNE rate if and only if all circuits entering the multiplexer are UNEs and (2) in all other situations the multiplexed facility will be ordered and billed pursuant to the appropriate Tariff.

1.1.10 Service Eligibility Criteria. The following Service Eligibility Criteria apply to combinations and/or Commingling of high capacity (DS1 and DS3) Loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled EEL conversions), or new commingled EELs (e.g., high capacity loops attached to special access transport).

1.1.10.1 Except as otherwise provided in this Section 1.1.10, Windstream shall provide access to Unbundled Network Elements and Combinations of Unbundled Network Elements without regard to whether NT&T seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.

1.1.10.2 NT&T must certify that the following Service Eligibility Criteria are satisfied to: (1) convert a special access circuit to a high capacity EEL, (2) to obtain a new high capacity EEL; or (3) to obtain at UNE pricing any portion of a Commingled circuit that includes a high capacity Loop and transport facility or service. Such certification shall be in accordance with all of the following Sections.

1.1.10.2.1 State Certification. NT&T has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

1.1.10.2.2 Per Circuit Criteria. The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

1.1.10.2.3 Telephone Number Assignment. Each circuit to be provided to each End User Customer will be assigned a local telephone number prior to the provision of service over that circuit. This requires that each DS1 circuit must have at least one (1) local telephone number and each DS3 circuit has at least twenty-eight (28) local telephone numbers. The origination and termination of local voice traffic, as defined in Windstream's tariffs, on each local telephone number assigned to a circuit shall not include a toll charge and shall not

require dialing special digits beyond those normally required for a local voice call.

1.1.10.2.4 911 or E911. Each circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit.

1.1.10.2.5 Collocation.

a) Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Windstream's Premises within the same LATA as the End User Customer's premises, when Windstream is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location;

b) Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is located at the third party's premises within the same LATA as the End User Customer's premises, when Windstream is the collocator; and

c) When a DS1 or DS3 EEL Loop is connected to a multiplexed facility, the multiplexed facility must be terminated in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Windstream's Premises within the same LATA as the End User Customer's premises, when Windstream is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location.

1.1.10.2.6 Interconnection Trunking. NT&T must arrange for the meaningful exchange of traffic which must include hand-offs of local voice calls that flow in both directions. Where NT&T does not arrange for a meaningful exchange of traffic, those arrangements cannot be attributed toward satisfaction of this criterion. At a minimum, each DS1 circuit must be served by a DS0 equivalent Local trunk in the same LATA as the End User Customer served by the circuit. For each twenty-four (24) DS1 circuits, NT&T must maintain at least one (1) active DS1 Local trunk in the same LATA as the End User Customer served by the circuit.

1.1.10.2.6.1 Calling Party Number. Each circuit to be provided to each End User Customer will be served by an Interconnection trunk over which NT&T will transmit the Calling Party Number in connection with calls exchanged over the trunk. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, NT&T will have at least one (1) active DS1Local trunk over which NT&T will transmit the Calling Party Number in connection with calls exchanged over the trunk. If the Calling Party Number is not exchanged over an Interconnection trunk, that trunk shall not be counted towards meeting these criteria.

1.1.10.2.7 End Office Switch. Each circuit to be provided to each End User Customer will be served by an End Office Switch capable of

switching local voice traffic. NT&T must certify that the switching equipment is either registered in the LERG as a Class 5 Switch or that it can switch local voice traffic.

1.1.10.3 NT&T must provide certification to Windstream through a certification letter, or other mutually agreed upon communication, that each individual high capacity loop in combination, or Commingled, with a Windstream-provided high capacity transport facility or service, meets the Service Eligibility Criteria set forth above before Windstream will provision or convert the high capacity facility in combination or Commingled.

1.1.10.4 NT&T's high capacity combination or Commingled facility Service Eligibility shall remain valid only so long as NT&T continues to meet the Service Eligibility Criteria set forth above. If NT&T's Service Eligibility on a given high capacity combination or Commingled facility is no longer valid, NT&T must submit a service order converting the facility to the appropriate private line/special access service within thirty (30) Days.

1.1.10.5 Service Eligibility Audits. In order to confirm reasonable compliance with these requirements, Windstream may perform Service Eligibility Audits of NT&T's records. Service Eligibility Audits shall be performed in accordance with the following guidelines:

1.1.10.5.1 Windstream may, upon thirty (30) Days written notice to NT&T that has purchased high capacity combination and Commingled facilities, conduct a Service Eligibility Audit to ascertain whether those high capacity facilities were eligible for UNE treatment at the time of Provisioning or conversion and on an ongoing basis thereafter.

1.1.10.5.2 NT&T shall make reasonable efforts to cooperate with any Service Eligibility Audit by Windstream and shall maintain and provide Windstream with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that NT&T's high capacity combination and Commingled facilities meet the Service Eligibility Criteria.

1.1.10.5.3 An independent auditor hired and paid for by Windstream shall perform any Service Eligibility Audits, provided, however, that if a Service Eligibility Audit reveals that Windstream's high capacity combination and Commingled facility circuit(s) do not meet or have not met the Service Eligibility Criteria, then NT&T shall reimburse Windstream for the cost of the audit. To the extent the independent auditor's report concludes that NT&T complied in all material respects with the Service Eligibility Criteria, Windstream shall reimburse NT&T for its costs associated with the Service Eligibility Audit.

1.1.10.5.4 An independent auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) and during normal business hours, unless there is a mutual agreement otherwise.

1.1.10.5.5 Windstream shall not exercise its Service Eligibility Audit rights with respect to NT&T (excluding Affiliates), more than once in any

calendar year, unless an audit finds non-compliance. If a Service Eligibility Audit does find non-compliance, Windstream shall not exercise its Service Eligibility Audit rights for sixty (60) Days following that audit, and if any subsequent Service Eligibility Audit does not find non-compliance, then Windstream shall not exercise its Service Eligibility Audit rights for the remainder of the calendar year.

1.1.10.5.6 At the same time that Windstream provides notice of a Service Eligibility Audit to NT&T under this paragraph, Windstream shall send a copy of the notice to the Federal Communications Commission.

1.1.10.5.7 Service Eligibility Audits conducted by Windstream for the purpose of determining compliance with Service Eligibility Criteria shall not effect or in any way limit any audit or Dispute Resolution rights that Windstream may have pursuant to other provisions of this Agreement.

1.1.10.5.8 Windstream shall not use any other audit rights it may have under this Agreement to audit for compliance with the Service Eligibility Criteria of this Section. Windstream shall not require a Service Eligibility Audit as a prior prerequisite to Provisioning combination and Commingled facilities.

1.1.10.5.9 NT&T shall maintain appropriate records to support its Service Eligibility Criteria. However, NT&T has no obligation to keep any records that it does not keep in the ordinary course of its business.

1.1.10.5.10 If a Service Eligibility Audit demonstrates that a high capacity combination and Commingled facilities do not meet the Service Eligibility Criteria above, NT&T must convert all non-compliant circuits to private line/special access circuits and NT&T must true-up any difference in payments within thirty (30) days.

1.2 Windstream shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable for the provision of a telecommunications service. The quality of an Unbundled Network Element Windstream provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element; second, where Technically Feasible, the access and Unbundled Network Element provided by Windstream will be provided in substantially the same time and manner to that which Windstream provides to itself or to its Affiliates. In those situations where Windstream does not provide access to Network Elements to itself, Windstream will provide access in a manner that provides NT&T with a meaningful opportunity to compete. For the period of time Windstream provides access to NT&T to an Unbundled Network Element, NT&T shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Windstream shall provide access and UNEs at the service performance levels set forth in Attachment 18. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Windstream shall comply with all state wholesale service quality requirements.

1.2.1.1 Upon receipt of an LSR or ASR, Windstream will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities

exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, NT&T will not receive an additional FOC, and the order Due Date will not be changed.

1.2.1.2 If cable capacity is available, Windstream will complete incremental facility work (i.e., conditioning, place a drop, add a Network Interface Device, and other routine network modifications as described below) in order to complete facilities to the End User Customer's premises.

1.2.1.2.1 Windstream shall make all routine network modifications to unbundled Loop and transport facilities used by NT&T where the requested loop or transport facility has already been constructed. Windstream shall perform these routine network modifications to unbundled Loop or transport facilities in a non-discriminatory fashion, without regard to whether the Loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

1.2.1.2.2 A routine network modification is an activity that Windstream regularly undertakes for its own retail End User Customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that Windstream ordinarily attaches to a DS1 loop to activate such loop for its own retail End User Customer. They also include activities needed to enable NT&T to light a dark fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for NT&T.

1.2.1.3 During the normal assignment process, if no available facilities are identified for the UNE requested, Windstream will look for existing engineering job orders that could fill the request in the future. If an engineering job currently exists, Windstream will add NT&T's request to that engineering job and send NT&T a jeopardy notice. Upon completion of the engineering job, Windstream will send NT&T another FOC with a new Due Date.

1.2.1.3.2 For UNEs that do not meet the requirements in Section 1.2.1, Windstream will send NT&T a rejection notice canceling the LSR. Upon receipt of the rejection notice, NT&T may submit a request to build UNEs pursuant to an individual case basis arrangement.

1.3 Unbundled Network Elements may not be used to provide any service that would degrade or otherwise adversely affect Windstream's network services, e.g., introduce harmful voltages or electrical currents in excess of standards used in common industry practice.

1.4 NT&T may connect Network Elements in any Technically Feasible manner. Windstream will provide NT&T with the same features, functions and capabilities of a particular element or combinations of elements that Windstream provides to itself. Windstream will provide NT&T with all of the features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from Windstream in combination

or as elements to be combined by NT&T), so that NT&T can provide any Telecommunications Services that can be offered by means of such element or combination of elements. Windstream will provide Unbundled Network Elements to NT&T in a manner that allows NT&T to combine such elements to provide any Telecommunications Services. Windstream shall not in any way restrict NT&T's use of any element or combination of elements (regardless of whether such combination of elements is ordered from Windstream in combination or as elements to be combined by NT&T) except as Windstream may be expressly permitted or required by FCC rules.

1.5 Except as set forth in Section 9, the UNE Combinations Section, Windstream provides UNEs on an individual element basis. Charges, if any, for testing pursuant to this paragraph are contained in Exhibit A to this Agreement.

1.5.1 When elements are provisioned by Windstream on an individual element basis (whether or not such elements are combined by NT&T with other elements provided by Windstream or NT&T):

a) Windstream will perform testing necessary or reasonably requested by NT&T, to determine that such UNE is capable of meeting the technical parameters established for each UNE.
b) Windstream will repair and maintain such element to ensure that UNE continues to meet the technical parameters established for each UNE. NT&T is responsible for the end–to-end transmission and circuit functionality testing for UNE Combinations created by NT&T.
c) Windstream will cooperate with NT&T in any Technically Feasible testing necessary or reasonably requested by NT&T to assist in determining end-to-end transmission and circuit functionality of such UNE.

1.5.2 When elements are provisioned by Windstream in combination:

a) Windstream will perform testing necessary or reasonably requested by NT&T to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.
b) Windstream will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.
c) Windstream will cooperate with NT&T in any Technically Feasible testing necessary or reasonably requested by NT&T to determine end-to-end transmission and circuit functionality of such combination.

1.6 Installation intervals for Unbundled Network Elements are contained on Windstream's website.

1.7 Maintenance and repair is described herein. The repair center contact telephone numbers are provided on Windstream's web site.

1.8 In order to maintain and modernize the network properly, Windstream may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by NT&T. Windstream shall provide advance notice of changes that affect network Interoperability pursuant to applicable FCC rules. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in C.F.R. Parts 51 and 52. Windstream provides such disclosures on an Internet web site.

1.9 Channel Regeneration. Windstream's design will ensure the cable between the Windstream-provided active elements and the DSX will meet the proper signal level requirements. Channel regeneration will not be charged for separately for Interconnection between a Collocation space and Windstream's network. Cable distance limitations are based on ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B."

1.10 Recurring and nonrecurring charges apply for Unbundled Network Elements, as provided under Exhibit A.

1.11 Miscellaneous Charges apply for miscellaneous services listed below in this Section, if such miscellaneous services are available with Unbundled Network Elements. Miscellaneous services are provided at NT&T's request or are provided based on NT&T's actions that result in miscellaneous services being provided by Windstream. Miscellaneous Charges are in addition to recurring and nonrecurring charges that apply under this Agreement. When more than one miscellaneous service is requested for the same Unbundled Network Element(s), Miscellaneous Charges for each miscellaneous service apply. Basic rates apply for miscellaneous services provided during Windstream's regular business hours, 8 a.m. to 5 p.m., local time, Monday through Friday, excluding holidays; overtime Miscellaneous Charges apply for such services provided between 5 p.m. and 8 a.m., local time, Monday through Friday, or any time Saturday, excluding holidays; and premium Miscellaneous Charges apply for such services provided any time on Sundays or holidays.

a) Additional engineering – engineering work including: 1) additional technical information after Windstream has already provided the technical information normally on the design layout record; 2) customized service; or 3) review of Windstream outside plant records. Basic or overtime rates apply.
b) Additional labor – installation – installation work scheduled to be performed outside of Windstream's regular business hours. Overtime or premium rates apply.
c) Additional labor - other - work not included in "additional labor – installation" above that involves labor only, including testing and maintenance that are not part of initially requested installation or maintenance, or, for example, for Optional Testing when NT&T reports trouble and provides no test results and authorizes Windstream to perform tests on NT&T's behalf. Basic, overtime, or premium rates apply.
d) Additional cooperative acceptance testing – performing specific tests requested by NT&T. Windstream's participation in such testing is subject to the availability of necessary qualified Windstream personnel and test equipment at test locations, which normally include the Windstream Central Office and may include NT&T's specified location. Tests include, but are not limited to, loop back, attenuation, intermodulation, phase jitter, noise, delay, echo, and frequency shift tests. Basic, overtime, or premium rates apply.
e) Non-scheduled testing - performing specific tests requested by NT&T as described above under "cooperative testing" or "manual testing" on a non-scheduled basis. Tests include, but are not limited to, loss, noise, slope, delay, and echo. Such tests are performed as the result of a repair request and are in addition to tests required to isolate and repair trouble. Basic, overtime, or premium rates apply.
f) Cancellation – cancellation of a pending order for the installation of services at any time prior to notification by Windstream that service is available for use. The cancellation date is the date Windstream receives notice from NT&T that the order is cancelled. If NT&T or NT&T's End User Customer is unable to accept service within thirty (30) Days after the original Due Date, the order will be cancelled by Windstream. Prices for this miscellaneous service are market-based, using Windstream's Tariffed, cataloged, price listed, or other similarly documented prices, and are subject to change. Additional information concerning the application of prices for cancellations can be found in Windstream's Tariff FCC No. 3.
g) Design change – information provided by NT&T or a request from NT&T that results in an engineering review and/or a design change to service on a pending service order, per order, per occurrence. Design changes include, but are not limited to: 1) changes to the address on a

pending service order when the new address is in the same Windstream Wire Center as the original address; or 2) conversions from an Unbundled Network Element to a private line/Special Access circuit. In addition to a design change Miscellaneous Charge, an address change may result in the application of an expedite Miscellaneous Charge in order to retain the original Due Date. Prices for this miscellaneous service are market-based, using Windstream's Tariffed, cataloged, price listed, or other similarly documented prices, and are subject to change.

h) Dispatch – 1) information provided by NT&T, or a request from NT&T, in relation to installation of services, resulting in dispatch of a Windstream technician(s) when dispatch is not required for Windstream to complete its installation work; 2) information provided by NT&T resulting in dispatch, or a request from NT&T for dispatch, of a Windstream technician(s) in relation to a repair request where no trouble is found in Windstream's facilities; and 3) a Windstream technician(s) is dispatched and NT&T or NT&T's End User Customer is not available or ready. Prices for this miscellaneous service are market-based, using Windstream's Tariffed, cataloged, price listed, or other similarly documented prices, and are subject to change.

i) Expedite – a Due Date that reflects a shorter service interval than is available in Windstream's Service Interval Guide; or that is a request for an earlier Due Date than has been established on a pending order; or that is required to meet a Due Date on a pending order due to design or other changes submitted by NT&T. Windstream will accommodate NT&T's request for an expedited installation if it can do so without delaying Due Dates or orders of other CLECs or End User Customers. Charges for expedited installations are in addition to nonrecurring charges for the service ordered. Prices for this miscellaneous service are market-based, using Windstream's Tariffed, cataloged, price listed, or other similarly documented prices, and are subject to change.

j) Maintenance of Service/Trouble Isolation – work performed by Windstream when NT&T reports trouble to Windstream and no trouble is found in Windstream's facilities. NT&T is responsible for payment of charges when the trouble is in equipment or systems provided by a party(ies) other than Windstream. Additionally, when NT&T reports trouble within a quantity of services and circuits, but fails to identify the specific service and circuit experiencing trouble, charges apply for the time spent by Windstream to isolate the trouble. A call-out of Windstream technician at a time not consecutive with that technician's scheduled work period is subject to a minimum charge of four (4) hours. Failure of Windstream personnel to find trouble in Windstream facilities will result in no charge if the trouble is subsequently found in those facilities. Charges apply per Windstream technician, from the time of dispatch until the work is complete. Trouble Isolation Charges (TIC) apply for trouble isolation work on POTS and Maintenance of Service charges apply for trouble isolation work on other services. Dispatch Miscellaneous Charges may apply in addition to Maintenance of Service charges or TIC. Basic, overtime, or premium rates apply. Prices for this miscellaneous service are market-based, using Windstream's Tariffed, cataloged, price listed, or other similarly documented prices, and are subject to change.

1.12 Expedite requests for designed Unbundled Network Elements are allowed. Expedites are requests for intervals that are shorter than the interval defined in Windstream's website or Individual Case Basis (ICB) Due Dates.

1.12.1 NT&T will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate.

2.0 Unbundled Loops

2.1 Description

The Unbundled Loop is defined as a transmission facility between a distribution frame (or its equivalent) in a Windstream Central Office and the Loop Demarcation Point at an End User Customer's premises. The Unbundled Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, attached electronics that are necessary for the full functionality of the loop (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Unbundled Loop includes DS0, DS1, and DS3 Loops.

2.1.1 Loop Demarcation Point – For purposes of this Section, Loop Demarcation Point is the point where Windstream owned or controlled facilities cease, and NT&T, End User Customer, owner or landlord ownership of facilities begins.

2.1.2 FTTH and FTTC Loops. For purposes of this Section, a Fiber-to-the-Home (FTTH) loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer's premises, or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU's minimum point of entry (MPOE). For purposes of this Section, a Fiber-to-the-Curb (FTTC) loop is a local loop consisting of fiber optic cable connecting to a copper distribution plant loop that is not more than 500 feet from the End User Customer's premises or, in the case of predominantly residential MDU, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC must connect to a copper distribution plant loop at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective End User Customer's premises.

2.1.2.1 FTTH/FTTC New Builds. Windstream shall have no obligation to provide access to an FTTH/FTTC loop as an Unbundled Network Element in any situation where Windstream deploys such a loop to an End User Customer's premises that had not previously been served by any loop facility.

2.1.2.2 FTTH/FTTC Overbuilds. Windstream shall have no obligation to provide access to an FTTH/FTTC loop as an Unbundled Network Element in any situation where Windstream deploys such a loop parallel to, or in replacement of, an existing copper loop facility. Notwithstanding the foregoing, where Windstream deploys a FTTH/FTTC loop parallel to, or in replacement of, an existing copper loop facility:

2.1.2.2.1 Windstream shall: (i) leave the existing copper loop connected to the End User Customer's premises after deploying the FTTH/FTTC loop to such premises, and (ii) upon request provide access to such copper loop as an Unbundled Network Element. Notwithstanding the foregoing, Windstream shall not be required to incur any expense to ensure that any such existing copper loop remains capable of transmitting signals prior to receiving a request from NT&T for access, as set forth above, in which case Windstream shall restore such copper loop to serviceable condition on an Individual Case Basis. Any such restoration shall not be subject to Performance Indicator Definition or other performance service measurement or intervals. Windstream's obligations under this subsection 2.1.2.2 shall terminate when Windstream retires such copper Loop in accordance with the provisions of Section 2.1.2.3 below.

2.1.2.2.2 In the event Windstream, in accordance with the provisions of Section 2.1.2.3 below, retires the existing copper loop connected to the End User Customer's premises, Windstream shall provide access,

as an Unbundled Network Element, over the FTTH/FTTC loop to a 64 kbps transmission path capable of voice grade service.

2.1.2.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH/FTTC Loops. In the event Windstream decides to replace any copper loop or copper Subloop with a FTTH/FTTC Loop, Windstream will: (i) provide notice of such planned replacement on its web site; and (ii) provide public notice of such planned replacement to the FCC. Such notices shall be in addition to any applicable state Commission notification that may be required. Any such notice provided to the FCC shall be deemed approved on the ninetieth (90th) Day after the FCC's release of its public notice of the filing, unless an objection is filed pursuant to the FCC's rules. In accordance with the FCC's rules: (i) NT&T objection to a Windstream notice that it plans to replace any copper Loop or copper subloop with a FTTH/FTTC Loop shall be filed with the FCC and served upon Windstream no later than the ninth (9th) business day following the release of the FCC's public notice of the filing and (ii) any such objection shall be deemed denied ninety (90) Days after the date on which the FCC releases public notice of the filing, unless the FCC rules otherwise within that period.

2.1.3 Hybrid Loops. A "Hybrid Loop" is an Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

2.1.3.1 Broadband Services. When NT&T seeks access to a Hybrid Loop for the provision of broadband services, including DS1 or DS3 capacity, but not DSL, Windstream shall provide NT&T with non-discriminatory access on an unbundled basis to time division multiplexing features, functions, and capabilities of that Hybrid Loop, only where impairment has been found to exist to establish a complete transmission path between Windstream's Central Office and an End User Customer's premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

2.1.3.2 Narrowband Services. When NT&T seeks access to a Hybrid Loop for the provision of narrowband services, Windstream may either:

a) Provide non-discriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or
b) Provide non-discriminatory access to a spare home-run copper loop serving that End User Customer on an unbundled basis.

2.2 Terms and Conditions

2.2.1 Windstream shall provide NT&T, on a non-discriminatory basis, Unbundled Loops (unbundled from local switching and transport) of substantially the same quality as the Loop that Windstream uses to provide service to its own End User Customers. For Unbundled Loops that have a retail analogue, Windstream will provide these Unbundled Loops in substantially the same time and manner as Windstream provides to its own End User Customers. Unbundled Loops shall be provisioned in accordance with the performance metrics set forth in Section 20 and with a minimum of service disruption.

2.2.1.1 Use of the word "capable" to describe Loops in Section 2 means that Windstream assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

2.2.1.2 Use of the word "compatible" to describe Loops in Section 2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Windstream makes no assumptions as to the capabilities of NT&T's Central Office equipment or the Customer Premises Equipment.

2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, NT&T must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.

2.2.2.1 If Windstream uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, Windstream will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit NT&T to obtain a contiguous copper Unbundled Loop. If a LST is not available, Windstream may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit NT&T to obtain an Unbundled Loop. If no such facilities are available, Windstream will make every feasible effort to provision Unbundled Loops over the IDLC in order to provide the Unbundled Loop for NT&T.

2.2.2.1.1 In areas where Windstream has deployed amounts of IDLC that are sufficient to cause reasonable concern about NT&T's ability to provide service through available copper facilities on a broad scale, NT&T shall have the ability to gain access to Windstream information sufficient to provide NT&T with a reasonably complete identification of such available copper facilities. Windstream shall be entitled to mediate access in a manner reasonably related to the need to protect Confidential or Proprietary Information. NT&T shall be responsible for Windstream's incremental costs to provide such information or access mediation.

2.2.2.2 If there are state service quality rules in effect at the time NT&T requests an Analog Unbundled Loop, Windstream will provide an Analog Unbundled Loop that meets the state technical standards. If necessary to meet the state standards, Windstream will, at no cost to NT&T, remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

2.2.3 Digital Capable Loops – DS1 and DS3 Capable Loops and 2/4 Wire Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based digital Loop carrier, and fiber optic fed digital carrier systems. Windstream will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Windstream uses for itself to provide the requisite service. Digital Loops may use a single or multiple transmission technologies. DC continuity does not apply to digital capable Loops. If conditioning is required, then NT&T shall be

charged for such conditioning as set forth in Exhibit A if it authorized Windstream to perform such conditioning.

2.2.3.1 DS1 Unbundled Loops. Subject to the cap described in Section 2.2.3.1.1, Windstream shall provide NT&T with non-discriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four (4) Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required in that Wire Center.

2.2.3.1.1 Cap on Unbundled DS1 Loop Circuits. NT&T may obtain a maximum of ten (10) unbundled DS1 Loops to any single building in which DS1 Loops are available as Unbundled Loops.

2.2.3.2 DS3 Unbundled Loops. Subject to the cap described in Section 2.2.3.2.1, Windstream shall provide NT&T with non-discriminatory access to a DS3 Loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four (4) Fiber-based Collocators. If a Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling is required in that Wire Center.

2.2.3.2.1 Cap on Unbundled DS3 Loop Circuits. NT&T may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled Loops.

2.2.3.3 Windstream shall make a list available to NT&T of those Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

2.2.3.4 If NT&T orders a 2/4 wire non-loaded Unbundled Loop for an End User Customer served by a digital loop carrier system, Windstream will conduct an assignment process which considers the potential for an LST, alternative copper facility, or alternative method for utilizing the digital loop carrier system (i.e., configuring the service in a universal manner through the digital loop carrier). If no copper facility capable of supporting the requested service is available and no other options for provisioning the service are available, then Windstream will reject the order.

2.2.4 Digital Lops. NT&T may request that Windstream provide a digital Unbundled Loop. In the event that no such facilities are available, NT&T may request that Windstream condition existing spare facilities. NT&T may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If NT&T has not pre-approved conditioning, Windstream will obtain NT&T's consent prior to undertaking any conditioning efforts. Upon NT&T pre-approval or approval of conditioning, and only if conditioning is necessary, Windstream will dispatch a technician to condition the Loop by removing load coils and excess Bridged Taps to provide NT&T with a digital Loop. NT&T will be charged the nonrecurring conditioning charge (i.e., cable unloading and Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation nonrecurring charge.

2.2.4.1 Where Windstream fails to meet a Due Date for performing Loop conditioning, NT&T shall be entitled to a credit equal to the amount of any conditioning charges applied, where it does not secure the Unbundled Loop involved within three (3) months of such Due Date. Where Windstream does not perform conditioning in accord with the standards applicable under this Agreement,

NT&T shall be entitled to a credit of one-half (1/2) of the conditioning charges made, unless NT&T can demonstrate that the Loop as conditioned is incapable of substantially performing the functions normally within the parameters applicable to such Loop as this Agreement requires Windstream to deliver it to NT&T. In the case of such fundamental failure, NT&T shall be entitled to a credit of all conditioning charges, except where NT&T asks Windstream to cure any defect and Windstream does so. In the case of such cure, NT&T shall be entitled to the one-half (1/2) credit identified above.

2.2.6 For DS1 or DS3 capable Loops, Windstream will provide the necessary electronics at both ends, including any intermediate repeaters. In addition, NT&T will have access to these terminations for testing purposes.

2.2.6.1 DS1 capable Loops provide a transmission path between a Central Office network interface at a DS1 panel or equivalent in a Windstream serving Central Office and the network interface at the End User Customer location. DS1 capable Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in Windstream's relevant technical publications.

2.2.6.2 DS3 capable Loops provide a transmission path between a Windstream Central Office network interface and an equivalent network interface at an End User Customer location. DS3 capable Loops transport bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in Windstream's relevant technical publications.

2.2.7 Windstream is not obligated to provision DS1 or DS3-capable Loops to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service.

2.2.8 Loop Qualification Tools. At this time, Windstream does not have an automated loop qualification tool. Any future Loop qualification tools Windstream develops will provide NT&T access to Loop qualification information in a nondiscriminatory manner and will provide NT&T the same Loop qualification information available to Windstream. NT&T may request an audit of Windstream's company records, back office systems and databases pertaining to Loop information.

2.2.8.1 If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return unclear or incomplete information, or if NT&T identifies any inaccuracy in the information returned from the Loop qualification tools, and provides Windstream with the basis for NT&T's belief that the information is inaccurate, then NT&T may request, and Windstream will perform a manual search of the company's records, back office systems anddatabases where Loop information resides. Windstream will provide NT&T, via email, the Loop information identified during the manual search within forty-eight (48) hours of Windstream's receipt of NT&T's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as Remote Terminals or digital loop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by digital loop carrier, the email will provide the availability of spare feeder and distribution facilities that could be used to provision service to the End User Customer, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, Windstream will load the information into the Loop Facilities

Assignment and Control System (LFACS) database, which will populate this Loop information into the fields in the Loop qualification tools.

2.2.9 Provisioning Options. The following provisioning options are available for Unbundled Loop elements. Charges for these Provisioning options vary depending on the type of Loop requested. Rates are contained in Exhibit A of this Agreement. Testing parameters are described below and in Windstream's relevant technical publications.

2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Windstream will notify NT&T that the Windstream work has been completed.

2.2.9.1.1 For an existing End User Customer, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to NT&T. There is no associated circuit testing performed.

2.2.9.1.2 For new End User Customer service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to NT&T.

2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

2.2.9.2.1 For an existing End User Customer, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting NT&T. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

2.2.9.2.2 The Windstream Implementor/Tester will email the performance test results within two (2) business days to a single, designated NT&T office email address.

2.2.9.2.3 For new End User Customer service, the Basic Installation with Performance Testing option requires a dispatch to the End User Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. Within two (2) business days, Windstream will email the performance test results to a single, designated NT&T office email address.

2.2.9.3 Coordinated Installation With Cooperative Testing. Coordinated Installation With Cooperative Testing may be ordered for new or existing service. For both new and existing service, NT&T must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at NT&T's designated Appointment Time, the Windstream Implementor/Tester contacts NT&T to ensure NT&T is ready for installation. If NT&T is not ready within thirty (30) minutes of the scheduled Appointment Time, then NT&T must reschedule the installation by submitting a supplemental LSR for a new Due Date and Appointment Time. If Windstream is not ready within thirty (30) minutes of the

scheduled Appointment Time, the Parties will attempt to set a new appointment for the same day. If Windstream fails to perform cooperative testing due to Windstream's fault, Windstream will waive the nonrecurring charge for the installation option. If NT&T still desires cooperative testing, the Parties will attempt to set a new Appointment Time on the same day and, if unable to do so, NT&T will issue a jeopardy notice and a FOC with a new Due Date.

2.2.9.3.1 For an existing End User Customer, Coordinated Installation With Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the Central Office and performs testing that NT&T requests. Upon completion of Windstream performance testing, the Windstream Implementor/Tester, within two (2) business days, email the Windstream test results to a single, designated NT&T office email address. NT&T will be charged for any Provisioning test NT&T requests that is not defined in the relevant Windstream technical publications.

2.2.9.3.2 For new End User Customer service, Coordinated Installation With Cooperative Testing may require a dispatch of a technician to the End User Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Within two (2) business days, Windstream will email the Windstream test results to a single, designated NT&T office email address. NT&T will be charged for any Provisioning test not defined in the relevant Windstream technical publications.

2.2.9.4 Coordinated Installation Without Cooperative Testing. Coordinated Installation Without Cooperative Testing may be ordered for new or existing service. For both new and existing service, NT&T must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at NT&T's designated Appointment Time, the Windstream Implementor/Tester contacts NT&T to ensure NT&T is ready for installation. If NT&T is not ready within thirty (30) minutes of the scheduled Appointment Time, then NT&T must reschedule the installation by submitting a supplemental LSR. If Windstream is not ready within thirty (30) minutes of the scheduled Appointment Time, the Parties will attempt to set a new Appointment Time on the same day and, if unable to do so, Windstream will issue a jeopardy notice and a FOC with a new Due Date.

2.2.9.4.1 For an existing Unbundled Loop this Coordinated Installation Without Cooperative Testing is a "lift and lay" procedure without a dispatch that offers NT&T the ability to coordinate the conversion activity. The Windstream Implementor advises NT&T when the "lift and lay" procedure is complete.

2.2.9.4.2 For new Unbundled Loops, Windstream may dispatch a technician to terminate the new circuit at the End User Customer premises. The Field Technician will not remain on the premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. NT&T will not receive test results. When installation is complete, Windstream will notify NT&T.

2.2.9.5 Basic Installation With Cooperative Testing. Basic Installation With Cooperative Testing may be ordered for new or existing Unbundled Loops.

2.2.9.5.1 For an existing End User Customer, Basic Installation With Cooperative Testing is a "lift and lay" procedure with cooperative testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to NT&T. Within two (2) business days, Windstream will email the Windstream test results to a single, designated NT&T office email address. NT&T and Windstream will perform a loop back acceptance test, accept the Loop and exchange demarcation information.

2.2.9.5.2 For new End User Customer service, Basic Installation With Cooperative Testing may require a dispatch to the End User Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

2.2.9.5.3 If Windstream fails to perform cooperative testing due to Windstream's fault, Windstream will waive the nonrecurring charge for the installation option. If NT&T still desires cooperative testing, the Parties will attempt to set a new Appointment Time on the same day and, if unable to do so, Windstream will issue a jeopardy notice and a FOC with a new Due Date.

2.2.9.6 Performance Testing. Windstream performs the following performance tests for various Loop types:

a) 2-Wire and 4-Wire Analog Loops
No Opens, Grounds, Shorts, or Foreign Volts
Automatic Number Identification (ANI) when dial-tone is present

b) 2-Wire and 4-Wire Non-Loaded Loops
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
Automatic Number Identification (ANI) when dial-tone is present

d) DS1-Capable Loops
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

e) DS3-Capable Loops
Continuity Testing

2.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits NT&T to obtain a coordinated installation for Unbundled Loops with or without LNP, where NT&T orders Unbundled DS1-capable, Unbundled DS3-capable or twenty-five (25) or more DS0 Unbundled Loops.

2.2.9.7.1 The date and time for the Project Coordinated Installation requires up-front planning and may need to be negotiated between Windstream and NT&T. All requests will be processed on a first come, first served basis and are subject to Windstream's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same Frame Due Time (FDT) in the

same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Windstream will negotiate with NT&T for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where NT&T is ordering Unbundled Loop with LNP, the FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days from receipt of an accurate LSR. In addition, standard intervals will apply.

2.2.9.7.2 NT&T shall request a Project Coordinated Installation by submitting a Local Service Request (LSR) and designating this order as a Project Coordinated Installation in the remarks section of the LSR form.

2.2.9.7.3 NT&T will incur additional charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within Windstream's standard installation hours or out of hours. Windstream standard installation hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. Where LNP is included, see Section 10.2.5.4 for rate elements.

2.2.9.7.4 Windstream will schedule the appropriate number of employees prior to the cut, normally not to exceed four (4) employees, based upon information provided by NT&T. If the Project Coordinated Installation includes LNP, NT&T will also have appropriate personnel scheduled for the negotiated FDT. If NT&T's information is modified during the installation, and, as a result, non-scheduled employees are required, NT&T shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation is either cancelled, or supplemented to change the Due Date, within twenty-four (24) hours of the negotiated FDT, NT&T will be charged a one (1) Person three (3) hour minimum charge. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a Windstream error or a new Due Date is requested by Windstream, within twenty-four (24) hours of the negotiated FDT, Windstream may be charged by NT&T one (1) Person three (3) hour minimum charge.

2.2.9.7.5 If NT&T orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, NT&T and Windstream agree to isolate and fix the problem in a timeframe acceptable to NT&T or the End User Customer. If the problem cannot be corrected within an acceptable timeframe to NT&T or the End User Customer, NT&T may request the restoral of Windstream service for the ported End User Customer. Such restoration shall begin immediately upon request. If NT&T is in error then a supplemental order shall be provided to Windstream. If Windstream is in error, no supplemental order or additional order will be required of NT&T.

2.2.9.7.6 If NT&T orders Project Coordinated Installation with LNP, Windstream shall ensure that any LNP order activity requested in conjunction with a Project Coordinated Installation shall be implemented in a manner that avoids interrupting service to the End User Customer.

2.2.10 NT&T may request Windstream to Commingle DS1 or DS0 analog voice grade unbundled Loops with DS3 or DS1 multiplexed facilities ordered by NT&T from Windstream's special access or private line Tariffs.

2.2.11 In order to properly maintain and modernize the network, Windstream may make necessary modifications and changes to Unbundled Loops, ancillary and Finished Services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network Interoperability require advance notice pursuant to the Notices Section of this Agreement.

2.2.12 If there is a conflict between an End User Customer (or its respective agent) and NT&T regarding the disconnection or Provisioning of Unbundled Loops, Windstream will advise the End User Customer to contact NT&T, and Windstream will contact NT&T.

2.2.13 Facilities and lines Windstream furnishes on the premises of NT&T's End User Customer up to and including the Loop Demarcation Point are the property of Windstream. Windstream shall have reasonable access to all such facilities for network management purposes. Windstream will coordinate entry dates and times with appropriate NT&T personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. NT&T will not inhibit Windstream's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the Unbundled Loop service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Windstream's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit section of this Agreement.

2.2.14 Reuse of Loop Facilities

2.2.14.1 When an End User Customer contacts Windstream with a request to convert their local service from NT&T to Windstream, Windstream will notify NT&T of the loss of the End User Customer, and will disconnect the Loop Windstream provided to NT&T. Windstream will disconnect the Loop only where Windstream has obtained proper Proof of Authorization.

2.2.14.2 When NT&T contacts Windstream with a request to convert an End User Customer from their Current Service Provider to NT&T, NT&T is responsible for notifying the Current Service Provider of the conversion. Windstream will disconnect the Loop Windstream provided the Current Service Provider and, at NT&T's request, where technically compatible, will reuse the Loop for the service requested by NT&T (e.g., resale service).

2.2.14.3 When NT&T contacts Windstream with a request to convert an End User Customer from Windstream to NT&T, at NT&T request, Windstream will reuse the existing Loop facilities for the service requested by NT&T to the extent those facilities are technically compatible with the service to be provided. Upon NT&T request, Windstream will condition the existing Loop in accordance with the rates set forth in Exhibit A.

2.2.14.4 Upon completion of the disconnection of the Loop, Windstream will send a Loss Notification report to the original competitive Carrier signifying completion of the loss.

2.2.15 Lack of Facilities; Priority Right to Facilities. In the event Windstream notifies NT&T that facilities ordered are not available from Windstream at the time of the order, Windstream shall maintain the order as pending for a period of thirty (30) business days.

If facilities become available to fill the order within that thirty (30) business day period, Windstream shall notify NT&T of such availability. NT&T and Windstream acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Windstream, which predate NT&T's order shall have priority for any facilities made available under the terms of this section.

2.3 Rate Elements

The following recurring and nonrecurring rates for Unbundled Loops are set forth in Exhibit A. Recurring charges vary based on NT&T selected installation options, conditioning, and extension technology. Exhibit A also provides Miscellaneous Charges.

2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Nonrecurring rates.

2.3.2 2/4 Wire Digital Loop Recurring and Nonrecurring rates.

2.3.3 DS1 and DS3-Capable Loop, Recurring and Nonrecurring rates.

2.3.3.1 DS0, DS1, and DS3-Capable Loop Conversion. Nonrecurring rates associated with the conversion of special access or private lines to Unbundled Loops.

2.3.4 Extension Technology Recurring and Nonrecurring rates for Digital Capable Loops.

2.3.5 Conditioning Nonrecurring rates for 2/4 wire digital Loops

2.3.6 All miscellaneous services as described in Section 1.11 are available with Unbundled Loops. Miscellaneous Charges apply for miscellaneous services.

2.3.7 Miscellaneous Charges for Out of Hours Coordinated Installations.

2.3.7.1 For coordinated installations scheduled to commence Out of Hours, or rescheduled by NT&T to commence Out of Hours, NT&T will incur additional labor – installation Miscellaneous Charges in addition to regular nonrecurring charges for the installation.

2.3.8 Conversions of private line/special access circuits to Unbundled Loops.

2.4 Ordering Process

2.4.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Operational Support Systems Section of this Agreement. Detailed ordering processes are found on the Windstream wholesale web site.

2.4.2 Prior to placing orders on behalf of the End User Customer, NT&T shall be responsible for obtaining and have in its possession a Proof of Authorization.

2.4.3 Based on the pre-order Loop make-up, NT&T can determine if the circuit can meet the technical parameters for the specific service NT&T intends to offer.

2.4.3.1 To the extent Windstream has a Loop make-up tool, before submitting an order for a 2/4 wire digital Loop, NT&T should use one of Windstream's Loop make-up tools to obtain specific information about the Loop CLEC seeks to order.

2.4.3.1.1 Based on the Loop make up information provided through Windstream tools, NT&T must determine whether conditioning is required to provide the service it intends to offer. If Loop conditioning is required, NT&T may authorize Windstream to perform such Loop conditioning on its LSR. If NT&T does not pre-approve Loop conditioning, Windstream will assume that NT&T has determined that Loop conditioning is not necessary to provide the service CLEC seeks to offer. If NT&T or Windstream determines that conditioning is necessary, and NT&T authorizes Windstream to perform the conditioning, Windstream will perform the conditioning. NT&T will be charged for the conditioning in accordance with the rates in Exhibit A. If Windstream determines that conditioning is necessary and NT&T has not previously authorized Windstream to perform the conditioning on the LSR, Windstream will send NT&T a rejection notice indicating the need to obtain approval for conditioning. NT&T must submit a revised LSR before the conditioning work will commence. Once Windstream receives the revised LSR, the fifteen (15) business day conditioning interval will begin as described in Section 2.4.9.

2.4.3.1.2 For a 2/4 wire non-loaded Loop, or DS1-capable Loop, Windstream will return a Firm Order Confirmation (FOC) to NT&T within seventy-two (72) hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Windstream has identified a Loop assignment. Such FOC will provide NT&T with a firm Due Date commitment or indication that appropriate facilities are not available to fill NT&T's order.

2.4.3.1.2.1 If NT&T has pre-approved Loop conditioning, and conditioning is not necessary, Windstream will return the FOC with the standard interval (i.e., five (5) days).

2.4.3.1.2.2 If NT&T has not pre-approved Loop conditioning and Windstream determines that the Loop contains load coils, Windstream will notify NT&T via a reject notification. NT&T must submit a new version of the LSR approving Loop conditioning. In this scenario, the Application Date will correspond to the date the new version is received by Windstream.

2.4.4 Installation intervals for all Unbundled Loops are posted on Windstream's website. The interval will start when Windstream receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received according to Windstream's ordering guidelines as posted on Windstream's website.

2.4.4.1 When NT&T places an order for an Unbundled Loop with Windstream that is complete and accurate, Windstream will reply to NT&T with a Firm Order Confirmation within the time specified in Attachment 18. The Firm Order Confirmation will contain the Due Date that specifies the date on which Windstream will provision the Loop. Windstream will implement adequate processes and procedures to assure the accuracy of the commitment date. If Windstream must make changes to the commitment date, Windstream will promptly issue a jeopardy notification to CLEC that will clearly state the reason for the change in commitment date. Windstream will also submit a new Firm Order Confirmation that will clearly identify the new Due Date.

2.4.5 Installation intervals for Unbundled Loops apply when Windstream has facilities or network capacity available.

2.4.6 Upon NT&T request, Windstream will convert special access or private line circuits to Unbundled Loops provided the service originates at NT&T's Collocation in the Serving Wire Center. The Loop conversion ordering process applies.

2.4.7 When ordering Unbundled Loops, NT&T is responsible for obtaining or providing facilities and equipment that are compatible with the service NT&T seeks to provide.

2.4.8 The installation interval for Loops depends on the need to condition the Loop.

2.4.8.1 When load coils and Bridged Taps do not exist, NT&T may request the standard Due Date interval, which will apply upon submission of a complete and accurate LSR.

2.4.8.2 When load coils and/or Bridged Taps do exist, NT&T will request the minimum fifteen (15) business days Desired Due Date. NT&T can determine the existence of load coils or Bridged Taps by using one of the Loop make-up tools. NT&T may pre-approve line conditioning on the LSR and, by doing so, NT&T agrees to pay any applicable conditioning charges. If NT&T did not request the fifteen (15) day interval and Windstream determines that conditioning is required, then the fifteen (15) business day interval starts when the need for conditioning is identified and NT&T approves the conditioning charges.

2.4.9 Out of Hours Coordinated Installations

2.4.9.1 For purposes of this Section, Windstream's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. NT&T may request an out of hours Coordinated Installation outside of Windstream's standard installation hours. Installations requested outside of standard installation hours are considered to be out of hours Installations.

2.4.9.2 To request out of hours Coordinated Installations, NT&T will submit an LSR designating the desired appointment time. NT&T must specify an out of hours Coordinated Installation in the "remarks" section of the LSR.

2.4.9.3 The date and time for out of hours Coordinated Installations may need to be negotiated between Windstream and NT&T because of system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention).

2.5 Maintenance and Repair

2.5.1 NT&T is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. NT&T will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Windstream. NT&T shall have access for testing purposes at the NID or Loop Demarcation Point. Windstream will work cooperatively with NT&T to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Windstream's network. Windstream and NT&T will report trouble isolation test results to the other. For Unbundled Loops, each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 2.5.2 and 2.5.3.

2.5.2 When NT&T requests that Windstream perform trouble isolation with NT&T, a Maintenance of Service charge applies if the trouble is found to be on NT&T's side or on the End User Customer's side of the Loop Demarcation Point. If the trouble is on the End User Customer's side of the Loop Demarcation Point, NT&T is required to perform its own maintenance.

2.5.3 Before submitting a repair request to Windstream, NT&T will isolate trouble to the Windstream network and must submit test results indicating the location of the trouble when submitting the repair request. If a trouble ticket with test results is accepted by Windstream, and Windstream determines that the trouble is on NT&T's or the End User Customer's side of the Loop Demarcation Point, a Maintenance of Service charge applies. If NT&T elects not to perform trouble isolation and Windstream performs tests on the Unbundled Loop at NT&T's request, a Maintenance of Service charge applies. Maintenance and Repair processes are set forth in Section 12.3 of this Agreement.

2.5.4 Windstream will maintain detailed records of trouble reports of NT&T-ordered Unbundled Loops, and perform root cause analysis in parity with Windstream's end user customers. Based on this analysis, Windstream will take corrective measure to fix persistent and recurrent problems.

2.5.5 Windstream shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that Windstream chooses not to allow such access, it shall waive any trouble isolation charges that may otherwise be applicable.

2.6 Spectrum Management

2.6.1 Windstream will provide 2/4 Wire digital Loops, DS1-capable Loops, and DS3-capable Loops (collectively referred to in this Section 2.6 as "xDSL Loops") in a non-discriminatory manner to permit NT&T to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

2.6.2 When NT&T seeks access to a loop or a high frequency portion of a loop to provide advanced services, NT&T must provide Windstream information on the type of technology that NT&T seeks to deploy. Where NT&T asserts that the technology it seeks to deploy fits within a generic power spectral density (PSD) mask, it also must provide Spectrum Class information for the technology. Where NT&T relies on a calculation-based approach to support deployment of a particular technology, it must provide Windstream with information on the speed and power at which the signal will be transmitted.

2.6.2.1 NT&T information provided to Windstream pursuant to Section 2.6.2 shall be deemed Confidential Information and Windstream may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections of 9.2.6.2.

2.6.2.2 The Parties may disclose, on a need to know basis only, NT&T Confidential Information provided pursuant to Section 2.6.2, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel responsible for spectrum management functions. In no case shall the aforementioned personnel who have access to such Confidential Information be involved in Windstream's retail marketing, sales or strategic planning.

2.6.3 If NT&T wishes to deploy new technology not yet designated with a PSD mask, Windstream and NT&T agree to work cooperatively to determine Spectrum Compatibility. Windstream and NT&T agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, or if technology has been deployed elsewhere without a "significant degradation of service".

2.6.4 With the exception of loops on which a known disturber is deployed, Windstream shall be prohibited from designating, segregating or reserving particular loops or binder groups for use solely by any particular advanced services loop technology.

2.6.5 If either Windstream or NT&T claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services, then that Party must notify the causing Carrier and allow the causing Carrier a reasonable opportunity to correct the problem. Upon notification, the causing Carrier shall promptly take action to bring its facilities/technology into compliance with industry standards. Upon request, within forty-eight (48) hours, Windstream will provide NT&T with binder group information including cable, pair, Carrier and PSD class to allow NT&T to notify the causing Carrier.

2.6.6 If NT&T is unable to isolate trouble to a specific pair within the binder group, Windstream, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to NT&T within five (5) business days.

2.6.7 Windstream will not have the authority to unilaterally resolve any dispute over spectral interference among Carriers. Windstream shall not disconnect Carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering Carrier or Windstream is ordered to do so by the Commission or other authorized dispute resolution body. NT&T may submit any claims for resolution under Section 5.18 of this Agreement.

2.6.8 Where one Party claims that a deployed advanced service is significantly degrading the performance of other advanced services or traditional voiceband services, that Party must notify the deploying Party and allow the deploying Party a reasonable opportunity to correct the problem. Where the Party whose services are being degraded does not know the precise cause of the degradation, it must notify each carrier that may have caused or contributed to the degradation. Where the degradation asserted under paragraph (a) of this section remains unresolved by the deploying Party after a reasonable opportunity to correct the problem, the Party whose services are being degraded must establish before the relevant state commission that a particular technology deployment is causing the significant degradation. Any claims of network harm presented to the deploying Party or, if subsequently necessary, the relevant state commission, must be supported with specific and verifiable information. Where a Party demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the Party deploying the technology shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under section 51.230 of the FCC rules, the degraded service shall not prevail against the newly-deployed technology

2.7 Private line/special access circuits may be converted to Unbundled Loops subject to the terms and conditions of this Agreement, including the following criteria: 1) must be like-for-like facilities, e.g., DS1 private line to DS1 capable Unbundled Loop; 2) must originate at NT&T's Collocation

site in the serving Central Office; and 3) must terminate at an End User Customer's premises. The provisioning intervals for converting from private line/special access to Unbundled Loop are located in the Service Interval Guide (SIG).

3.0 Subloop Unbundling

3.1 Description

3.1.1 An Unbundled Subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in Windstream's outside plant, including inside wire owned or controlled by Windstream, and the end-user customer premises. An unbundled subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the unbundled subloop. Unbundled subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares. A point of technically feasible access is any point in Windstream's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface. Windstream shall, upon a site-specific request, provide access to an unbundled subloop at a splice near a remote terminal. Windstream shall be compensated for providing this access in accordance with Section Exhibit A.

3.1.1.1 Windstream shall provide NT&T with nondiscriminatory access to the subloop for access to multiunit premises wiring on an unbundled basis regardless of the capacity level or type of loop that NT&T seeks to provision for its customer. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in Windstream's outside plant at or near a multiunit premises. One category of this subloop is inside wire, which is defined for purposes of this section as all loop plant owned or controlled by Windstream at a multiunit customer premises between the minimum point of entry and the point of demarcation of Windstream's network . A point of technically feasible access is any point in Windstream 's outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

3.1.1.2 For any configuration not specifically addressed in this Agreement, either Party may submit a Bona Fide Request (BFR) for such configuration in accordance with Attachment 19 of this agreement

3.1.1.3 Any Party may submit a BFR in accordance with Attachment 19 of this agreement according to Attachment 19 of this agreement for non-standard services or network conditions, the development of standard terms and conditions for any configuration(s) for which it can provide reasonably clear technical and operational characteristics and parameters.

3.1.1.4 Prior to the development of such standard terms and conditions, Windstream shall impose in the six (6) areas identified in Section 3.1.1.2 above, only those requirements or intervals that are reasonably necessary, and shall make its determinations within ten (10) business days and shall apprise NT&T of the conditions for access. If there is a dispute regarding the conditions for access, Windstream shall attempt to accommodate access pending resolution of the specific issues in dispute.

3.1.1.4.1.A point of technically feasible access is any point in Windstream 's outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface

.3.1.2 Standard Subloops available.

Unbundled subloops include two-wire and four-wire analog voice-grade subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares.

3.1.3 Standard Subloop Access

3.1.3.1 A point of technically feasible access is any point in Windstream's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface. Windstream shall, upon a site-specific request, provide access to an unbundled subloop at a splice near a remote terminal. Windstream shall be compensated for providing this access in accordance with Section Exhibit A.

3.1.3.2 A point of technically feasible access is any point in Windstream 's outside plant at or near a multiunit premises where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

3.1.4 Field Connection Point

3.1.4.1 Field Connection Point (FCP) is a Demarcation Point that allows NT&T to interconnect with Windstream outside of the Central Office location where it is Technically Feasible. The FCP interconnects NT&T facilities to a terminal block within the accessible terminal. The terminal block allows a technician to access and combine Unbundled Subloop elements. When a FCP is required, it must be in place before Subloop orders are processed.

3.1.4.2 Placement of a FCP within a Windstream Premises for the sole purpose of creating a cross connect field to support Subloop unbundling constitutes a "Cross Connect Collocation."

3.1.4.2.1 The terms, conditions, intervals and rates for Cross Connect Collocation are found within Section 3.

3.1.4.2.2 To the extent that NT&T places equipment in a Windstream Premises that requires power and or heat dissipation, such Collocation is governed by the terms of Section 8 and does not constitute a Cross Connect Collocation.

3.1.4.3 A FCP arrangement can be established either within a Windstream accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when Technically Feasible, NT&T may place the FCP in an adjacent terminal. NT&T will have access to the equipment placed within the Collocation for maintenance purposes. However, NT&T will not have access to the FCP Interconnection point.

3.1.5 MTE Point of Interconnection (MTE-POI)

3.1.5.1 A MTE-POI is necessary when NT&T is obtaining access to the Distribution Loop or Intrabuilding Cable Loop from an MTE Terminal. NT&T must create the cross connect field at the building terminal that will allow NT&T to connect its facilities to Windstream's Subloops. The Demarcation Point between NT&T and Windstream's facilities is the MTE-POI.

3.1.6 Once one state commission has determined that it is technically feasible to unbundle subloops at a designated point, Windstream shall have the burden of demonstrating to the state commission, in state proceedings under section 252 of the Act, that it is not technically feasible, or that sufficient space is not available, to unbundle its own loops at such a point.

3.2 Standard Subloops Available

3.2.1 Distribution Loops

3.2.1.1 Two-Wire/Four-Wire Unbundled Distribution Loop: a Windstream-provided facility from the Windstream accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. NT&T can obtain access to this Unbundled Network Element at any Technically Feasible accessible terminal.

3.2.1.2 Two-Wire/Four-Wire Non-Loaded Distribution Loop: a Windstream-provided facility without load coils and excess Bridged Taps from the Windstream accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. When NT&T requests a Non-Loaded Unbundled Distribution Loop and there are none available, Windstream will contact NT&T to determine if NT&T wishes to have Windstream unload a Loop. If the response is affirmative, Windstream will dispatch a technician to "condition" the Distribution Loop by removing load coils and excess Bridged Taps (i.e., "unload" the Loop). NT&T may be charged the cable unloading and Bridged Taps removal nonrecurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Windstream technician is dispatched and no load coils or Bridged Taps are removed, the nonrecurring conditioning charge will not apply. NT&T can obtain access to this Unbundled Network Element at any Technically Feasible accessible terminal.

3.2.1.3 Intrabuilding Cable Loop: a Windstream-provided facility from the building terminal inside a MTE to the Demarcation Point at the End User Customer

premises inside the same building. This Subloop element only applies when Windstream owns the intrabuilding cable.

3.2.1.4 To the extent NT&T accesses a Subloop in a campus environment from an accessible terminal that serves multiple buildings, NT&T can access the Subloop by ordering a Distribution Loop pursuant to either Section 3.2.1.1 or 3.2.1.2. A campus environment is one piece of property, owned by one (1) Person or entity, on which there are multiple buildings.

3.3 MTE Terminal Subloop Access: Terms and Conditions

3.3.1 Access to Distribution Loops or Intrabuilding Cable Loops at an MTE Terminal within a non-Windstream owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless NT&T requires the placement of equipment in a Windstream Premises. Cross Connect Collocation, as defined in Section 3, refers to creation of a cross connect field and does not constitute Collocation as defined in Section 8. The terms and conditions of Section 8 do not apply to Cross Connect Collocation if required at or near an MTE.

3.3.2 To obtain such access, NT&T shall complete the "MTE-Access Ordering Process" set forth in Section 3.5.4.

3.3.3 The optimum point and method to access Subloop elements will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security. NT&T may access the MTE Terminal as a test access point.

3.3.4 NT&T will work with the MTE building owner to determine where to terminate its facilities within the MTE. NT&T will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. NT&T shall seek to work with the building owner to create space for such terminations without requiring Windstream to rearrange its facilities.

3.3.6 If NT&T connects Windstream's Subloop element to NT&T's facilities using any temporary wiring or cut-over devices, NT&T shall remove any remaining temporary wiring or cut-over devices and install permanent wiring within ninety (90) Days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

3.3.7 If there is no space for NT&T to place its building terminal or no accessible terminal from which NT&T can access such Subloop elements, and Windstream and NT&T are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MTE, Windstream will either rearrange facilities to make room for NT&T or construct a single point of access that is fully accessible to and suitable for NT&T. Windstream's obligation to construct a SPOI is limited to those MTEs where Windstream has distribution facilities to that MTE and owns, controls, or leases the inside wire at the MTE. In addition, Windstream shall have an obligation only when NT&T indicates that it intends to place an order for access to an unbundled Subloop Network Element via a SPOI. In such instances, NT&T shall pay the applicable charge, identified in the Pricing Appendix, which shall be ICB, based on the scope of the work required.

3.3.7.1 If Windstream must rearrange its MTE Terminal to make space for NT&T, Windstream shall have ninety (90) Days from receipt of a written request from NT&T to complete the rearrangement. Windstream may seek an extended interval if the work cannot reasonably be completed within forty-five (45) Days.

In such cases, Windstream shall provide written notification to NT&T of the extended interval Windstream believes is necessary to complete the work. NT&T may dispute the need for, and the duration of, an extended interval, in which case Windstream must request a waiver from the Commission to obtain an extended interval.

3.3.7.2 If Windstream must construct a new detached terminal that is fully accessible to and suitable for NT&T, the interval for completion shall be negotiated between the Parties on an Individual Case Basis.

3.3.7.3 NT&T may cancel a request to construct an FCP or SPOI prior to Windstream completing the work by submitting a written notification via certified mail to its Windstream account manager. NT&T shall be responsible for payment of all costs previously incurred by Windstream as well as any costs necessary to restore the property to its original condition.

3.3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE. This does not preclude normal rearrangement of wiring or jumpers necessary to connect inside wire or intrabuilding cable to NT&T facilities in the manner described in Windstream's MTE policies and practices. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

3.4 Detached Terminal Subloop Access: Terms and Conditions

3.4.1 Except as to access at an MTE Terminal, access to unbundled Subloop elements at an accessible terminal must be made through a Field Connection Point (FCP) in conjunction with either a Cross Connect Collocation or, if power and/or heat dissipation is required, a Remote Collocation.

3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, NT&T may opt to use Adjacent Collocation to the extent it is Technically Feasible. Such adjacent access shall comport with NEBS Level 1 safety standards.

3.4.3 Field Connection Point

3.4.3.1 Windstream is not required to build additional space for NT&T to access Subloop elements. When Technically Feasible, Windstream shall allow NT&T to construct its own structure adjacent to Windstream's accessible terminal. NT&T shall obtain any necessary authorizations or rights of way required (which may include obtaining access to Windstream rights of way) and shall coordinate its facility placement with Windstream, when placing its facilities adjacent to Windstream facilities. Obstacles that NT&T may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Subloop access points, will be the responsibility of NT&T to resolve with the municipality, utility, property owner or other third party.

3.4.3.2 The optimum point and method to access Subloop elements will be determined during the Field Connection Point process. The Parties recognize a mutual

obligation to interconnect in a manner that maintains network integrity, reliability, and security.

3.4.3.3 NT&T must identify the size and type of cable that will be terminated in the Windstream FCP location. Windstream will terminate the cable in the Windstream accessible terminal if termination capacity is available. If termination capacity is not available, Windstream will expand the FDI at the request of NT&T if Technically Feasible, all reconfiguration costs to be borne by NT&T. In this situation only, Windstream shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Windstream to seek to resolve obstacles that Windstream may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Windstream to obtain such authorizations or rights of way shall be excluded from the time Windstream is expected to provision the Collocation. NT&T will be responsible for placing the cable from the Windstream FCP to its equipment. Windstream will perform all of the initial splicing at the FCP.

3.4.3.4 NT&T may cancel a Collocation associated with a FCP request prior to Windstream completing the work by submitting a written notification via certified mail to its Windstream account manager. NT&T shall be responsible for payment of all costs previously incurred by Windstream.

3.4.3.5 If the Parties are unable to reach an agreement on the design of the FCP through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to the Dispute Resolution Section of this Agreement.

3.4.4 At no time shall either Party rearrange the other Party's facilities within the accessible terminal or otherwise tamper with or damage the other Party's facilities. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

3.5 Ordering/Provisioning

3.5.1 All Subloop Types

3.5.1.1 NT&T may order Subloop elements through the Windstream Operational Support Systems.

3.5.1.2 NT&T shall identify Subloop elements by NC/NCI codes. This information shall be kept confidential and used solely for spectrum management purposes.

3.5.2 Additional Terms for Detached Terminal Subloop Access

3.5.2.1 NT&T may only submit orders for Subloop elements after the FCP is in place. The FCP shall be ordered pursuant to Section 3.5.5. NT&T will populate the LSR with the termination information provided at the completion of the FCP process.

3.5.2.2 Windstream shall dispatch a technician to run a jumper between its Subloop elements and NT&T's Subloop elements. NT&T shall not at any time disconnect Windstream facilities or attempt to run a jumper between its Subloop elements

and Windstream's Subloop elements without specific written authorization from Windstream.

3.5.2.3 Once the FCP is in place, the Subloop Provisioning intervals contained on Windstream's website shall apply.

3.5.3 Additional Terms for MTE Terminal Subloop Access - MTE-Access Ordering Process

3.5.3.1 NT&T shall notify its account manager at Windstream in writing, including via email, of its intention to provide access to End User Customers that reside within a MTE. Upon receipt of such request, Windstream shall have up to ten (10) Days to notify NT&T and the MTE owner whether Windstream believes it or the MTE owner owns the intrabuilding cable. In the event that there has been a previous determination of on-premises wiring ownership at the same MTE, Windstream shall provide such notification within two (2) business days. In the event that NT&T provides Windstream with a written claim by an authorized representative of the MTE owner that such owner owns the facilities on the End User Customer side of the terminal, the preceding ten (10) Day period shall be reduced to five (5) Days from Windstream's receipt of such claim.

3.5.3.2 If the MTE owner owns the facilities on the Customer side of the terminal, NT&T may obtain access to all facilities in the building in accordance with Section 4 concerning access to unbundled NIDs.

3.5.3.3 If Windstream owns the facilities on the Customer side of the terminal and if NT&T requests space to enter the building and terminate its facilities and Windstream must rearrange facilities or construct new facilities to accommodate such access, NT&T shall notify Windstream. Upon receipt of such notification, the intervals set forth in Section 3.3 shall begin.

3.5.3.4 NT&T may only submit orders for Subloop elements after the facilities are rearranged and/or a new facility constructed, if either are necessary. NT&T will populate the LSR with the termination information provided by NT&T at the completion of the inventory process except when submitting LSRs during the creation of the inventory.

3.5.3.5 If NT&T orders Intrabuilding Cable Loop, NT&T shall dispatch a technician to run a jumper between its Subloop elements and Windstream's Subloop elements to make a connection at the MTE-POI. If NT&T ordered a Subloop type other than Intrabuilding Cable Loop, Windstream will dispatch a technician to run a jumper between NT&T's Subloop elements and Windstream's Subloop elements to make a connection at the MTE-POI. NT&T, at its option, may request that Windstream run the jumper for intrabuilding cable in MTEs when the inventory is done and a complete LSR has been submitted.

3.5.3.5.1 When NT&T accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. NT&T shall clearly label the cross connect wires it uses. NT&T wiring will be neatly dressed. When NT&T accesses Subloops in MTE Terminals, it shall adhere to Windstream's policies and practices unless the Parties have negotiated a separate document for such Subloop access.

3.5.3.6 Once inventory is complete and, if necessary, the facilities are rearranged and or a new facility constructed and when Windstream runs the jumper, the Subloop Provisioning intervals contained on Windstream's website.

3.5.3.7 For access to Windstream's on-premises MTE wire as a Subloop element, NT&T shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by Windstream before securing such access. Windstream shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. Windstream shall be entitled to charge for the Subloop element as of the time of LSR submission by NT&T.

3.5.4 FCP Ordering Process

3.5.4.1 NT&T shall submit a Field Connection Point Request Form to Windstream along with its Collocation Application. The FCP Request Form shall be completed in its entirety.

3.5.4.2 After construction of the FCP and Collocation are complete, NT&T will be notified of its termination location, which will be used for ordering Subloops.

3.5.4.2.1 The following constitute the intervals for provisioning Collocation associated with a FCP, which intervals shall begin upon completion of the FCP Request Form and its associated Collocation Application in their entirety:

3.5.4.2.1.1 Any Remote Collocation associated with a FCP in which NT&T will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in Attachment 7.

3.5.4.2.1.2 A Cross Connect Collocation in a detached terminal shall be provisioned within ninety (90) Days from receipt of a written request by CLEC.

3.5.4.2.1.3 If Windstream denies a request for Cross Connect Collocation in a Windstream Premises due to space limitations, Windstream shall allow NT&T representatives to inspect the entire Premises escorted by Windstream personnel within ten (10) Days of NT&T's receipt of the denial of space, or a mutually agreed upon date. Windstream will review the detailed space plans (to the extent space plans exist) for the Premises with NT&T during the inspection, including Windstream reserved or optioned space. Such tour shall be without charge to NT&T. If, after the inspection of the Premises, Windstream and NT&T disagree about whether space limitations at the Premises make Collocation impractical, Windstream and NT&T may present their arguments to the Commission. In addition, if after the fact it is determined that Windstream has incorrectly identified the space limitations, Windstream will honor the original Cross Connect Collocation Application date for determining

Request for Service (RFS) unless both Parties agree to a revised date.

3.5.4.2.1.4 Payment for the remaining nonrecurring charges shall be upon the Request for Service (RFS) date. Upon completion of the construction activities and payment of the remaining nonrecurring charge, Windstream will schedule with NT&T an inspection of the FCP with NT&T if requested. Upon completion of the Acceptance inspection, NT&T will be provided the assignments and necessary ordering information. With prior arrangements, NT&T can request testing of the FCP at the time of the Acceptance inspection. If Windstream, despite its best efforts, including notification through the contact number on the Cross Connect Collocation Application, is unable to schedule the Acceptance inspection with NT&T within twenty-one (21) Days of the RFS, Windstream shall activate the applicable charges.

3.5.4.2.1.5 Windstream may seek extended intervals if the work cannot reasonably be completed within the set interval. In such cases, Windstream shall provide written notification to NT&T of the extended interval Windstream believes is necessary to complete the work. NT&T may dispute the need for and the duration of, an extended interval, in which case Windstream must request a waiver from the Commission to obtain an extended interval.

3.6 Rate Elements

Exhibit A provides recurring and nonrecurring rates for Subloop and also provides Miscellaneous Charges.

3.6.1 All Subloop Types

3.6.1.1 Recurring Charges – NT&T will be charged monthly recurring charges for each Subloop.

3.6.1.2 Nonrecurring Charges – One-time charges apply for specific work activities associated with installation of each Subloop.

3.6.2 Additional Rate Elements for Detached Terminal Subloop Access

3.6.2.1 Cross Connect Collocation Charge: NT&T shall pay the full nonrecurring charge for creation of a Cross Connect Collocation upon submission of the Collocation Application. The FCP Request Form shall not be considered complete until complete payment is submitted to Windstream, as described in Section 8.1.1.8.1.

3.6.2.2 Any Remote Collocation associated with a FCP in which NT&T will install equipment requiring power and/or heat dissipation shall be charged for in accordance with the rate elements set forth in Section 8.

3.6.2.3 Subloop Nonrecurring Jumper Charge: NT&T will be charged a nonrecurring basic installation charge for Windstream running jumpers within the accessible terminal for each Subloop ordered by NT&T.

3.6.3 Additional Rate Elements for MTE Terminal Subloop Access

3.6.3.1 NT&T will be charged the Subloop MTE – POI Site Inventory nonrecurring charge for Windstream to complete an inventory of NT&T's facilities within the MTE such that Subloop orders can be submitted and processed.

3.6.3.2 NT&T will be charged the MTE – POI Rearrangement of Facilities nonrecurring charge for Windstream to complete a rearrangement of facilities to make room for an MTE for NT&T.

3.6.3.3 NT&T will be charged the MTE – POI Construction of New SPOI nonrecurring charge for Windstream to construct a new MTE SPOI for NT&T.

3.6.4 Nonrecurring charges apply for conditioning for Distribution Subloop.

3.6.5 All miscellaneous services as described in Section 1.11 are available with Subloop. Miscellaneous Charges apply for miscellaneous services.

3.7 Repair and Maintenance

3.7.1 Detached Terminal Subloop Access: Windstream will maintain all of its facilities and equipment in the accessible terminal and NT&T will maintain all of its facilities and equipment in the accessible terminal.

3.7.2 MTE Terminal Subloop Access: Windstream will maintain all of its facilities and equipment in the MTE and NT&T will maintain all of its facilities and equipment in the MTE.

4.0 Network Interface Device

4.1 Description

The Windstream NID is defined as any means of Interconnection of on-premises wiring and Windstream's distribution plant, such as a cross connect device used for that purpose. Specifically, the NID is a single line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at a premises. If NT&T seeks to access a NID as well as a Subloop connected to that NID, it may do so only pursuant to Section 3. If NT&T seeks to access only a NID (i.e., NT&T does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 4. Windstream shall permit NT&T to connect its own Loop facilities to on-premises wiring through Windstream's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the End User Customer's premises wiring, including access to the Cross Connection field, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the End User Customer's premises wiring, it may not represent the Demarcation Point where Windstream ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the End User Customer's on-premises wiring against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If NT&T orders Unbundled Loops on a reuse basis, the existing drop and Windstream's NID, as well as any on premises wiring that Windstream owns or controls, will remain in place and continue to carry the signal over the End User Customer's on-premises wiring to the End User Customer's equipment. Notwithstanding

the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section 2. The NID is offered in three (3) varieties:

4.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the End User Customer's on-premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

4.1.2 Smart NID – To the extent Windstream has deployed "smart" devices in general meaning a terminating device that permits the service provider to isolate the Loop facility from the premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by Windstream or any other provider, Windstream shall provide unbundled access to such devices. Windstream shall also continue to allow NT&T, at its option, to use all features and functionality of the Windstream NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not NT&T terminates its own distribution facility on the NID.

4.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

4.2 Terms and Conditions

4.2.1 NT&T may use the existing Windstream NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If NT&T installs its own NID, NT&T may connect its NID to the Windstream NID by placing a cross connect between the two. When Provisioning a NID-to-NID connection, NT&T will isolate the Windstream facility in the NID by unplugging the modular unit. If NT&T requires that a non-modular unit be replaced with a modular NID, Windstream will perform the replacement for the charge described in Section 4.3.1. If NT&T is a facilities-based provider up to and including its NID, the Windstream facility currently in place, including the NID, will remain in place.

4.2.1.1 Windstream shall allow NT&T to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by Windstream, without restriction. Where Windstream does not own or control the on-premises inside wiring, NT&T and the landowner shall determine procedures for such access.

4.2.1.2 Windstream shall allow NT&T to use all features and functionality of the Windstream NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

4.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire re-termination is required to meet service requirements of either Parties' End User Customer, either Party may remove the inside wire from the NID and connect that wire to that Party's own NID. Future installation of Windstream NIDs will be such that it will not unnecessarily impede access to the End User Customer's wiring.

4.2.1.4 NT&T may enter the subscriber access chamber or End User Customer side of a dual chamber NID enclosure for the purpose of NID-to-NID connections.

4.2.1.5 Upon NT&T request, Windstream will make other rearrangements to the inside wire terminations or terminal enclosure. Charges will be assessed per Section 4.3.4. No such charge shall be applicable if Windstream initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without an End User Customer's perceivable disruption in service. Windstream will not make any rearrangements of wiring that is provided by another Carrier that relocates the other Carrier's test access point without notifying the affected Carrier promptly after such rearrangement if NT&T has properly labeled its cross connect wires.

4.2.2 Windstream will retain sole ownership of the Windstream NID and its contents on Windstream's side. Windstream is not required to proactively conduct NID change-outs, on a wide scale basis. At NT&T's request, Windstream will change the NID on an individual request basis by NT&T and charges will be assessed per Section 4.3.5 except where Section 4.5.1 applies. Windstream is not required to inventory NID locations on behalf of NT&T.

4.2.3 When NT&T accesses a Windstream NID, it shall employ generally accepted best engineering practices and comply with industry standards should such standards exist when it physically connects its NID (or equivalent) to the Windstream NID and makes Cross Connections necessary to provide service. At MTE NIDs, NT&T shall clearly label the cross connect wires it uses to provide service. Windstream shall label its terminals when a technician is dispatched.

4.2.4 All services fed through a protector field in a Windstream NID located inside a building will interface on an industry standard termination block and then extend, via a Cross Connection to the End User Customer's in-premises wiring. All services fed through a protector field in a Windstream NID that is attached to a building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the End User Customer's on-premises wiring.

4.2.5 If so requested by NT&T, Windstream shall allow NT&T to connect its Loops directly to the protector field at Windstream NIDs that have unused protectors and are not used by Windstream or any other Telecommunications Carrier to provide service to the premises. If NT&T accesses the Windstream protector field, it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, NT&T shall only access a Windstream NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a Windstream NID must be terminated in compliance with FCC 88-57, section 315 of the National Electric Safety Code and section 800.30 of the National Electric Code.

4.3 Rate Elements

Exhibit A provides recurring and nonrecurring rates for access or modifications to an existing NID, and Exhibit A also provides Miscellaneous Charges.

4.3.1 If NT&T requests the current simple NID be replaced with a different simple NID, pursuant to Section 4.2.1, additional labor – other Miscellaneous Charges will be assessed

with NT&T paying only for the portion of the change-out that is specific to and for the functionality that supports NT&T requirements.

4.3.2 Recurring rates apply for unbundled access to the protector field in a Windstream NID, pursuant to Section 4.2.5. As of the Effective Date of this Agreement, Windstream has not implemented charges for this recurring rate element, but reserves the right to assess such a charge in the future.

4.3.3 When NT&T requests that Windstream perform the work to connect its NID to the Windstream NID, the costs associated with Windstream performing such work will be charged to NT&T as additional labor – other Miscellaneous Charges.

4.3.4 When Windstream makes rearrangements to the inside wire terminations or terminal enclosure pursuant to Section 4.2.1.5, charges will be assessed as additional labor – other Miscellaneous Charges.

4.3.5 NT&T will be charged for any change-out Windstream performs pursuant to Section 4.2.2. NT&T will be billed only for the portion of the change-out that is specific to NT&T's request for modified/additional capacity. Charges will be assessed as additional labor – other Miscellaneous Charges.

4.4 Ordering Process

4.4.1 NT&T may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 3. If the terminal is a NID and NT&T wishes to access the End User Customer field of the NID, no additional verification is needed by Windstream. NT&T shall tag its jumper wire.

4.4.1.1 When NT&T seeks to connect to a cross connect field other than to the End User Customer field of the NID, NT&T shall submit a LSR for connection to the NID. Windstream shall notify NT&T, within ten (10) business days, if the connection is not Technically Feasible. In such cases, Windstream shall inform NT&T of the basis for its claim of technical infeasibility and, at the same time, identify all alternative points of connection that Windstream would support. NT&T shall have the option of employing the alternative terminal or disputing the claim of technical infeasibility pursuant to the Dispute Resolution provisions of this Agreement. No additional verification is needed by Windstream and NT&T shall tag its jumper wire.

4.4.2 Subject to the terms of Section 4.4.1, NT&T may perform a NID-to-NID connection, according to Section 4.1.3, and access the End User Customer field of the NID without notice to Windstream. NT&T may access the protector field of the NID by submitting a LSR.

4.5 Maintenance and Repair

4.5.1 If Windstream is dispatched to an End User Customer's location on a maintenance issue and finds the NID to be defective, Windstream will replace the defective element or, if beyond repair, the entire device at no cost to NT&T. If the facilities and lines have been removed from the protector field or damaged by NT&T, NT&T will be responsible for all costs associated with returning the facilities and lines back to their original state. This work is billed to NT&T as additional labor – other Miscellaneous Charges. Maintenance and Repair processes are contained in the Access to OSS Section of this Agreement.

5.0 Unbundled Dedicated Interoffice Transport (UDIT)

Windstream shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

5.1 Description

5.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides NT&T with a Network Element of a single transmission path between Windstream Wire Centers in the same LATA and state. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Windstream Wire Center. UDIT is available in DS1 through DS3 bandwidths. NT&T can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in relevant Windstream technical publications.

5.2 Terms and Conditions

5.2.1 Windstream shall unbundle DS1 transport between any pair of Windstream Wire Centers except where, through application of "Tier" classifications, both Wire Centers defining the Route are Tier 1 Wire Centers. As such, Windstream must unbundle DS1 transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

5.2.1.1 On Routes for which no unbundling obligation for DS3 dedicated transport circuits exists but for which DS1 Dedicated Transport is available on an unbundled basis, NT&T may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits.

5.2.2 Windstream shall unbundle DS3 transport between any pair of Windstream Wire Centers except where, through application of "Tier" classifications, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Windstream must unbundle DS3 transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

5.2.2.1 NT&T may obtain a maximum of twelve (12) unbundled DS3 dedicated transport circuits on each Route where DS3 dedicated transport is available on an unbundled basis.

5.2.3 Windstream shall make available to NT&T a list of those Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

5.2.4 All services provided in this Section 5 are subject to the Ratcheting criteria as provided in Section 1.1.9 of this Agreement.

5.2.5 All services provided in this Section 5, when combined with high capacity Loops, are subject to the Service Eligibility Criteria as provided in Section 1.1.10 of this Agreement.

5.2.6 To the extent that NT&T is ordering access to a UNE Combination, and Cross Connections are necessary to combine UNEs, Windstream will perform requested and necessary Cross Connections between UNEs in the same manner that it would perform such Cross Connections for its End User Customers or for itself. If not ordered as a combination, NT&T is responsible for performing Cross Connections at its Collocation or other mutually determined Demarcation Point between UNEs and ancillary or Finished Services, and for transmission design work including regeneration requirements for such

connections. Such Cross Connections will not be required of NT&T when NT&T orders a continuous UDIT element from one point to another.

5.2.7 With the exception of combinations provided through the UNE Combinations Section 9, NT&T may utilize any form of Collocation as defined in this Agreement at both ends of the UDIT. Windstream's design will ensure the cable between the Windstream-provided active elements and the DSX will meet the proper signal level requirements. Channel regeneration will not be charged for separately for Interconnection between a Collocation space and Windstream's network. Cable distance limitations are based on ANSI Standard T1.102.1993 "Digital Hierarchy – Electrical Interface; Annex B."

5.2.8 Upon NT&T request, Windstream will convert special access or private line circuits to UDIT, provided the service originates at NT&T's Collocation in the Serving Wire Center.

5.3 Rate Elements

Exhibit A provides recurring and nonrecurring rates for UDIT and also provides Miscellaneous Charges.

5.3.1 DS1 UDIT includes the following rate elements:

a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Windstream Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating Windstream Wire Centers.
c) DS1 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

5.3.2 DS3 UDIT rates include the following rate elements:

a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.
b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Windstream Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating Windstream Wire Centers.
c) DS3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

5.3.3 Nonrecurring charges apply for rearrangements of UDIT.

5.3.4 The following miscellaneous services, as described in Sections 1.11 and 1.12, are available with UDIT. Miscellaneous Charges apply for miscellaneous services.

a) Additional labor – other
b) Cancellation
c) Design Change
d) Dispatch
e) Expedite

f) Maintenance of Service.

5.3.5 A nonrecurring charge is applied to the conversion of an existing private line/Special Access circuit to UDIT.

5.4 Ordering Process

5.4.1 Ordering processes and installation intervals are as follows:

5.4.1.1 UDIT is ordered via the Access Service Request (ASR) process. Ordering processes as provided on Windstream's website.

5.4.1.2 The interval will start when Windstream receives a complete and accurate ASR. The start of the interval is based upon the times provided on Windstream's website.

5.4.1.3 An order may be canceled any time up to and including the Due Date/Service Date. Cancellation Miscellaneous Charges apply for such cancellations except when:

a) The original Due Date or NT&T-initiated subsequent Due Date was, or NT&T has been notified by Windstream that such Due Date will be, delayed ten (10) business days or longer; or
b) The original Due Date has been scheduled later than the expiration of the standard interval set forth on Windstream's website.

5.4.2 UDIT is ordered with basic installation. Windstream will install the UDIT extending connections to NT&T Demarcation Point and will notify NT&T when the work activity is complete.

5.4.3 Windstream will perform industry standard tests, set forth in Windstream's relevant technical publications, when installing UDIT service.

5.4.4 To convert an existing private line/special access circuit to UDIT, NT&T must submit two (2) ASRs to change the circuit identification, Network Channel Interface Code (NCI) and billing.

5.4.5 NT&T will submit an Access Service Request (ASR) for rearrangement including appropriate termination information (e.g., Connecting Facility Assignment (CFA) or Network Channel Codes/Network Channel Interface Codes (NC/NCI) codes).

5.5 Maintenance and Repair

5.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. NT&T Cross Connections will be repaired by NT&T and Windstream Cross Connections will be repaired by Windstream. Maintenance and Repair processes are contained on Windstream's website.

5.6 Rearrangement

5.6.1 NT&T can submit requests through the ASR process to move or rearrange UDIT terminations on NT&T's Demarcation Point or to change UDIT options. These rearrangements are available through a single Wire Center or dual Wire Center request. Single Wire Center rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual Wire Center rearrangements are used to

change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs.

5.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined on Windstream's website. If NT&T desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

5.6.3 NT&T will submit an ASR with the rearrange USOC and appropriate termination information (e.g., CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

6.0 Unbundled Dark Fiber

Dedicated dark fiber shall be made available to NT&T on an unbundled basis as set forth below. Dark fiber transport consists of unactivated optical interoffice transmission facilities.

6.1 Description

Unbundled Dark Fiber (UDF) is a deployed, unlit strand or strands of fiber that connects two (2) Wire Centers within Windstream's network within the same LATA or state. UDF is an interoffice facility (UDF-IOF), which constitutes a deployed route between two (2) Windstream Wire Centers; Deployed Dark Fiber facilities shall include all local exchange Dark Fiber Windstream owns directly or to which it has a right to access under agreements with any other party affiliated or not, that do not prohibit Windstream's ability to provide access to another Person or entity. Deployed Dark Fiber facilities shall not be limited to facilities owned by Windstream, but will include in place and easily called into service facilities to which Windstream has otherwise obtained a right of access, including but not limited to capitalized Indefeasible Right to Use (IRUs) or capitalized leases. Windstream shall not be required to extend access in a manner that is inconsistent with the restrictions and other terms and conditions that apply to Windstream's access; however, in the case of access obtained from an Affiliate: (a) the actual practice and custom as between Windstream and the Affiliate shall apply, in the event that it provides broader access than does any documented agreement that may exist, and (b) any terms restricting access by NT&T that are imposed by the agreement with the Affiliate (excluding good-faith restrictions imposed by any agreement with a third party from whom the Affiliate has gained rights of access) shall not be applied to restrict NT&T access.

6.2 Terms and Conditions

6.2.1 Windstream shall unbundle dark fiber transport between any pair of Windstream Wire Centers except where, through application of "Tier" classifications, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Windstream must unbundle dark fiber transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

6.2.1.1 Windstream shall make a list available to CLEC of those Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

6.2.2 Windstream will provide NT&T with non-discriminatory access to UDF in accordance with Section 1.0. Windstream will provide UDF of substantially the same quality as the fiber facilities that Windstream uses to provide retail service to its own End User Customers.

6.2.3 Windstream provides access to unbundled Dark Fiber at:

6.2.3.1 Accessible terminations such as fiber distribution panels.

6.2.3.2 A point of technically feasible access is any point in Windstream's outside plant where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

6.2.4 Windstream will provide NT&T with access to deployed Dark Fiber facilities. NT&T shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber at both ends, provided that if NT&T requests Windstream to obtain and connect the electronic equipment, Windstream will follow the requirements of Attachment 19.0 in deciding whether or not to build the facilities for NT&T.

6.2.5 Windstream will provide Unbundled Dark Fiber to NT&T in increments of one (1) or two (2) strands. NT&T may obtain up to twenty-five percent (25%) of available Dark Fibers or four (4) Dark Fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before NT&T may order additional UDF on such fiber cable segment, NT&T must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 termination on each fiber pair. Efficient use of UDF MTE Subloop fiber is defined as providing a minimum of OC-3 termination on each fiber pair. NT&T may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

6.2.6 Windstream shall not have an obligation to unbundle Dark Fiber in the following circumstances:

a) Windstream will not unbundle Dark Fiber that Windstream utilizes for maintenance or reserves for maintenance spare for Windstream's own use. Windstream shall not reserve more than five percent (5%) of the fibers in a sheath, or two (2) strands, whichever is greater, for maintenance or maintenance spare for Windstream's own use.

6.2.7 Specifications, interfaces and parameters for Dark Fiber are described in relevant Windstream technical publications.

6.2.8 NT&T is responsible for trouble isolation before reporting trouble to Windstream.

6.2.9 Upon thirty (30) Days notification to NT&T, Windstream may initiate a proceeding to reclaim Dark Fiber strands from NT&T that were not serving End User Customers at the time of Windstream's notice to NT&T. In such proceeding, Windstream shall have the burden to prove that NT&T needs such fiber strands in order to meet its Carrier of last resort obligations as established by any regulatory authority. In such proceeding, NT&T shall not object to using the most expeditious procedure available under state law, rule or regulation. NT&T shall be entitled to retain such strands of UDF for any purpose permitted under this Agreement pending the proceeding before the Commission; provided, however, that such use shall be at NT&T's sole risk of any reclamation approved by the Commission, including the risk of termination of service to End User

Customers. NT&T may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this paragraph.

6.2.10 NT&T must have established Collocation or other Technically Feasible means of network demarcation pursuant to Section 1.4 of this Agreement at both terminating points of the UDF-IOF. No Collocation is required in intermediate Wire Centers within a UDF or at Wire Centers where NT&T's UDFs are cross connected. NT&T has no access to UDF at those intermediate Wire Centers.

6.2.10.1 CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible.

6.2.14 Windstream and NT&T will jointly participate in continuity testing within the Provisioning interval established on Windstream's website. Windstream and NT&T must coordinate on the date and time for this continuity testing. As part of their respective duties regarding this continuity test, Windstream shall furnish a light detector at one (1) termination point of the UDF, and NT&T shall furnish light generating equipment at the other termination point of the UDF as described below:

6.2.14.1 NT&T may identify on its order the Wire Center at which Windstream must provide a light detector and the Wire Center at which NT&T will provide light generating equipment. If NT&T does not identify the Wire Center on its order, Windstream and NT&T shall mutually agree on the Wire Center at which NT&T will provide the light generating equipment.

6.2.15 If, within ten (10) Days of the date Windstream provisioned an order for UDF, NT&T demonstrates that the UDF pair(s) provisioned over requested route do not meet the minimum parameters set forth in Windstream's relevant technical publications, and if the trouble is in the Windstream UDF facility, not due to fault on the part of NT&T, then Windstream will at no additional cost, attempt to repair the UDF as it relates to Windstream cross connects and jumpers. If Windstream cannot repair the UDF to the minimum parameters set forth in Windstream's relevant technical publications, Windstream will replace the UDF if suitable UDF pair(s) are available, at no additional nonrecurring charge. If Windstream cannot replace the UDF upon receipt of NT&T's disconnect order, Windstream will refund the nonrecurring charges associated with the Provisioning excluding IRI, FVQP and Field Verification and will discontinue all recurring charges.

6.3 Ordering Processes

Ordering processes and installation intervals are as follows:

6.3.1 The first step of the UDF ordering process is the inquiry process. The UDF inquiry is used to determine the availability of UDF.

6.3.1.1 NT&T must submit a UDF inquiry and NT&T must specify the two (2) locations and the number of fibers requested.

6.3.1.2 Windstream will notify NT&T, within the interval set forth on Windstream's website, that: (i) UDF is available to satisfy NT&T's request, (ii) UDF is not available to satisfy NT&T's request; or (iii) Windstream, in writing, denies NT&T's request pursuant to Section 7.2.5(b). Windstream shall provide written notice of denials pursuant to (iii) above.

6.3.1.3 If there is UDF available, Windstream will notify NT&T that such routes exist.

6.3.2 NT&T will establish network Demarcation Points to accommodate UDF optical terminations via Collocation or other Technically Feasible means or network demarcation pursuant to Section 1.4 of this Agreement. If Collocation and or other network demarcation arrangements have not been completed, NT&T must have obtained preliminary APOT address information (CFA – Connecting Facility Assignment) for its network Demarcation Points in each Windstream Wire Center where the UDF terminates prior to placing an order for UDF. When preliminary APOT has been established and delivered to NT&T, Windstream can begin processing the UDF Provisioning order upon receipt of the UDF Provisioning request. If the preliminary APOT address is changed by NT&T, a new Provisioning time line for UDF must be established.

6.3.3 Based on the NT&T request for UDF-IOF the following is the termination scenario:

6.3.3.3 Termination at Windstream Wire Center. If spare fiber is available, and NT&T chooses to proceed, and the request is for UDF terminations at a Windstream Wire Center, Windstream will begin the Provisioning process upon notification from NT&T to proceed and the receipt of fifty percent (50%) of the nonrecurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth on Windstream's website. NT&T will be notified that Provisioning is complete and the remaining nonrecurring charges and associated recurring charges will be billed.

6.3.4 An order may be canceled any time up to and including the Service Date. Windstream will charge and NT&T shall pay all costs incurred by Windstream up to the cancellation date.

6.3.5 NT&T may reserve Dark Fiber for NT&T during Collocation builds. Prior to reserving space, NT&T must place an inquiry pursuant to Section 5.3.1 of this Agreement and receive a UDF inquiry response that reflects that the route to be reserved is available. NT&T is also strongly encouraged to request a field verification that the route to be reserved is available. If NT&T does not obtain a field verification, NT&T assumes the risk that records upon which the UDF inquiry response is based may be in error. NT&T may reserve UDF for thirty (30), sixty (60), or ninety (90) Days. NT&T may extend or renew reservations if there is delay in completion of the Collocation build. All applicable UDF recurring charges specified in Section 6.5.2 will be assessed at the commencement of the reservation. Nonrecurring charges for Provisioning and cross connects will be assessed at the time of installation.

6.4 Maintenance and Repair

6.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. NT&T Cross Connections will be repaired by NT&T and Windstream Cross Connections will be repaired by Windstream. Maintenance and Repair processes are provided on Windstream's website.

6.4.2 If it is determined that the UDF does not meet the minimum parameters of Windstream's relevant technical publications without fault of NT&T, and if the trouble is in the Windstream UDF facility, then Windstream will attempt to repair the UDF as it relates to Windstream cross connects and jumper at no additional cost. If Windstream cannot repair the UDF to the minimum parameters set forth in Windstream's relevant technical publications, then Windstream will replace the UDF at no additional cost if suitable UDF

pair(s) are available. If Windstream cannot replace the UDF with available pairs, then it, upon receipt of NT&T's disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

6.5 Rate Elements

Exhibit A provides recurring and nonrecurring rates for Dark Fiber and also provides Miscellaneous Charges.

6.5.1 Dark Fiber includes the following rate elements:

a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by NT&T. A simple IRI determines if UDF is available between two (2) Windstream Wire Centers. Windstream will bill NT&T the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.
b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to NT&T at locations other than Windstream Wire Centers. Windstream will prepare a quotation which will explain what work activities, timeframes, and additional costs, including recurring and non-recurring costs, are associated with providing access to this FDP location. This quotation will be good for thirty (30) Days. The FVQP is not necessary when the request is between Windstream Wire Centers (i.e., simple IRI). If FVQP is applicable pursuant to this section and NT&T orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Engineering Verification charge assessed in the context of the reservation.

6.5.2 The following rate elements are used once the availability of UDF has been established and NT&T chooses to access UDF.

6.5.2.1 Unbundled Dark Fiber - Single Strand - IOF Rate Elements

a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Windstream Wire Center. Two (2) UDF-IOF terminations apply per cross connect provided on the facility. Termination charges apply for each intermediate office terminating at an FDP or like cross connect point.
b) UDF-IOF Fiber Transport, (Per Strand) Rate Element. This recurring rate element applies per strand. This rate element provides a transmission path between Windstream Wire Centers. This rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile.
c) UDF-IOF Fiber Cross Connect Rate Element. This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to NT&T's optical Demarcation Point (ICDF). A minimum of two (2) UDF-IOF fiber cross connects apply per strand. Cross connect charges apply for each intermediate office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross connects already in place prior to NT&T's order for UDF-IOF.

6.5.2.2 Unbundled Dark Fiber - Order Charge, First Strand/Route, Per Order.

6.5.2.2.1 This rate element is the nonrecurring component assessed for installation of Unbundled Dark Fiber, by the strand. The element applies for the first strand that is requested to terminate at a single location.

6.5.2.3 Unbundled Dark Fiber - Order Charge, Each Additional Strand/Route, Per Order.

6.5.2.3.1 This rate element is the nonrecurring component assessed for installation of each additional Unbundled Dark Fiber strand. The element applies to each additional strand ordered to the same location, on the same request.

6.5.2.4 Unbundled Dark Fiber per Pair - IOF Rate Elements

6.5.2.4.1 UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Windstream Wire Center. Two UDF-IOF terminations apply per pair at each end of the facility. Termination charges apply for each intermediate Central Office terminating at an FDP or like cross connect point.

6.5.2.4.2 UDF-IOF Fiber Transport, (Pair) Rate Element. This rate element is a recurring component and applies per pair. This rate element provides a transmission path between Windstream Wire Centers. The recurring component of this rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile.

6.5.2.5 UDF-IOF Fiber Cross Connect Rate Element.

6.5.2.5.1 This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to NT&T's optical Demarcation Point. A minimum of two (2) UDF-IOF fiber cross connects apply per pair. Cross connect charges apply for each intermediate Central Office terminating at an FDP or like cross connect point. The nonrecurring rate will not be charged for cross connects already in place prior to NT&T's order for UDF-IOF.

6.5.2.6 Unbundled Dark Fiber - Order Charge, First Pair/Route, Per Order.

6.5.2.6.1 This rate element is the nonrecurring component assessed for installation of Unbundled Dark Fiber, by the pair. The element applies for the first pair that is requested to terminate at a single location.

6.5.2.7 Unbundled Dark Fiber- Order Charge, Each Additional Pair/Route, Per Order, Per Location, Per Request.

6.5.2.7.1 This rate element is the nonrecurring component assessed for installation of each additional Unbundled Dark Fiber pair. The element applies to each additional pair ordered to the same location, or subsequent locations for NT&T.

6.5.2.10 Miscellaneous Services. The following miscellaneous services, as described in Section 1.11, are available with Dark Fiber. Miscellaneous Charges apply for miscellaneous services.

a) Cancellation
b) Dispatch
c) Maintenance of Service

7.0 Additional Unbundled Elements

NT&T may request non-discriminatory access to and, where appropriate, development of, additional UNEs not covered in this Agreement pursuant to the Bona Fide Request Process.

8.0 Construction Charges

Windstream will assess whether to build for NT&T in the same manner that it assesses whether to build for itself. Windstream will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Windstream constructs to fulfill NT&T's request for UNEs, Windstream will bid this construction on a case-by-case basis. Windstream will charge for the construction through nonrecurring charges as described in this Section 8. When NT&T orders the same or substantially similar service available to Windstream End User Customers, nothing in this Section shall be interpreted to authorize Windstream to charge NT&T for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Windstream End User Customer.

8.1 Windstream reserves the right to determine if Windstream will undertake requested construction. Some circumstances under which Windstream will reject a construction request include, but are not limited to, if it is determined that the requested element will jeopardize the reliability of Windstream's existing network, endanger Windstream's employees or consumers, is not consistent with the National Electrical Code (NEC), or does not meet Network Equipment Building Standards (NEBS) requirements. If Windstream agrees to construct a network element, the following will apply.

8.2 To make a request for construction of facilities, NT&T must submit a N-RUNEC request by contacting the Windstream service manager.

8.3 Rates for Construction

8.3.1 A Records Quote Preparation Fee (RQPF) applies, and is a nonrecurring charge assessed prior to preparation of a Quote, which is a high level overview and estimate of the cost of construction. This construction estimate is based on records only and is not binding on Windstream. Credit in the amount of the RQPF will be applied to the Construction Quote Preparation Fee that is described below.

8.3.2 The Construction Quote Preparation Fee (CQPF) is a nonrecurring charge assessed prior to preparation of the quote. The quote provides the amount NT&T will pay should it agree to pursue construction. Credit in the amount of the CQPF will be applied to the cost of construction if NT&T accepts the quoted price and agrees to pursue construction.

8.3.2.1 NT&T may choose to first receive a Records Quotation, or may choose to forego the Records Quotation and pay the CQPF for the quote, at any time after

receiving notification that facilities are not available to complete a service request.

8.3.3 NT&T will retain the CQPF if NT&T chooses not to proceed with the construction. At any point after remitting payment for construction, if NT&T decides to begin but then to discontinue construction, Windstream will refund the Construction payment, excluding expenditures already incurred by Windstream for work completed (including work Engineered, Furnished and/or Installed (EF&I)). Windstream will provide a brief description of work completed.

EF&I is defined as:

Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders
Furnished material cost
Installation labor costs to complete the work order

8.3.4 The amount of the quote is determined using the same financial analysis criteria, and costs to recover for EF&I, that Windstream uses to assess whether to build the equivalent facilities for itself.

9.0 Unbundled Network Element Combinations

9.1 General Terms

9.1.1 Windstream shall provide NT&T with non-discriminatory access to combinations of Unbundled Network Elements, including but not limited to, Enhanced Extended Loop (EEL), according to the following terms and conditions.

9.1.2 Windstream will offer to NT&T UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other Applicable Laws. The methods of access to UNE Combinations described in this section are not exclusive. Windstream will make available any other form of access requested by NT&T that is consistent with the Act and the regulations thereunder. NT&T shall be entitled access to all combinations functionality as provided in FCC rules and other Applicable Laws. Windstream shall not require NT&T to access any UNE Combinations in conjunction with any other service or element unless specified in this Agreement or as required for Technical Feasibility reasons. Windstream shall not place any use restrictions or other limiting conditions on UNE Combinations accessed by NT&T, except as specified in this Agreement or required by FCC Rules.

9.1.2.1 Changes in law or regulations relating to UNEs and UNE Combinations, including additions and deletions of elements Windstream is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement pursuant to Section 3.0 of the General Terms and Conditions in this Agreement. NT&T and Windstream agree that the UNEs identified in Section 5 are not exclusive and that pursuant to changes in FCC rules, or the Bona Fide Request process, NT&T may identify and request that Windstream furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act. Failure to list a UNE herein shall not constitute a waiver by NT&T to obtain a UNE subsequently defined by the FCC.

9.1.2.2 NT&T may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., switched and special access services offered pursuant to Tariff), and request Windstream to perform the necessary functions to provision such Commingling. NT&T will be required to provide the Connecting Facility Assignment (CFA) of NT&T's network demarcation (e.g., Collocation or multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting Windstream to perform the Commingling of such services. Windstream shall not deny access to a UNE on the grounds that the UNE or UNE Combination shares part of Windstream's network with access services. All requests for combinations and Commingling will be subject to the terms and conditions in Section 1.0. In addition to the UNE Combinations provided by Windstream to NT&T hereunder, Windstream shall permit NT&T to combine any UNE provided by Windstream with another UNE provided by Windstream or with compatible network components provided by NT&T or provided by third parties to NT&T in order to provide Telecommunications Services.

9.1.3 When ordered as combinations of UNEs, Network Elements that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by NT&T. Network Elements to be provisioned together shall be identified and ordered by NT&T as such. When NT&T orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected or combined as a working service without any disconnection or disruption of functionality.

9.1.4 When ordered in combination, Windstream will combine for NT&T UNEs that are ordinarily combined in Windstream's network, provided that facilities are available.

9.1.5 When ordered in combination, Windstream will combine for NT&T UNEs that are not ordinarily combined in Windstream's network, provided that facilities are available and such combination:

9.1.5.1 Is Technically Feasible;

9.1.5.2 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Windstream's network; and

9.1.5.3 Would not impair Windstream's use of its network.

9.1.6 When ordered in combination, Windstream will combine NT&T UNEs with Windstream UNEs, provided that facilities are available and such combination:

9.1.6.1 Is Technically Feasible;

9.1.6.2 Shall be performed in a manner that provides Windstream access to necessary facilities;

9.1.6.3 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Windstream's network; and

9.1.6.4 Would not impair Windstream's use of its network.

9.2 Description

UNE Combinations are available in, but not limited to, the following standard products: EEL, subject to the limitations set forth below. If NT&T desires access to a different UNE Combination, NT&T may request access through the Bona Fide Request Process set forth in this Agreement. Windstream will provision UNE Combinations pursuant to the terms of this Agreement without requiring an amendment to this Agreement, provided that all of the UNEs included in the combination request, and their associated Billing rate elements are contained in this Agreement. If Windstream develops additional UNE Combination products, NT&T can order such products without using the Bona Fide Request Process, but NT&T may need to submit a New Customer Questionnaire and execute an amendment before ordering such products.

9.3 Terms and Conditions

9.3.1 Windstream shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Windstream provides, as well as the access provided to that UNE Combination, will be equal between all Carriers requesting access to that UNE Combination; and, where Technically Feasible, the access and UNE Combination provided by Windstream will be provided in "substantially the same time and manner" to that which Windstream provides to itself. In those situations where Windstream does not provide access to UNE Combinations itself, Windstream will provide access in a manner that provides NT&T with a meaningful opportunity to compete.

9.3.2 Enhanced Extended Loop (EEL) -- EEL is a combination of Loop and dedicated interoffice transport and may also include multiplexing. EEL transport and Loop facilities may utilize DS0 through DS3 bandwidths. The terms and conditions of Section 6 shall apply to the Unbundled Dedicated Interoffice Transport portion of the EEL. The terms and conditions of Section 2 shall apply to the Loop portion of the EEL. EEL is offered as a conversion from private line/special access or as new installation subject to the terms of Section 1.1.

9.3.2.1 Service Eligibility Criteria in Section 1.1.10 apply to combinations of high capacity (DS1 and DS3) Loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled EEL conversions) or new commingled EELs (e.g., high capacity loops attached to special access transport). NT&T cannot utilize combinations of Unbundled Network Elements that include DS1 or DS3 Unbundled Loops and DS1 or DS3 Unbundled Dedicated Interoffice Transport (UDIT) to create high capacity EELs unless NT&T certifies to Windstream that the EELs meet the Service Eligibility Criteria in Section 1.1.10.

9.3.2.2 NT&T may request the conversion of an existing private line/special access service to an EEL. Retail and/or resale private line circuits (including multiplexing) may be converted to EEL if the conversion is Technically Feasible and they meet the terms of Section 1.1. Windstream will provide NT&T with conversions to EELs according to the standard intervals set forth in as provided on Windstream's website. Work performed by Windstream to provide Commingled EELs at NT&T's request or to provide services that are not subject to standard provisioning intervals will not be subject to performance measures and remedies, if any, contained in this Agreement or elsewhere, by virtue of that service's inclusion in a requested Commingled EEL service arrangement. Provisioning intervals applicable to services included in a requested Commingled service arrangement will not begin to run until NT&T provides a complete and accurate service request, necessary CFAs to Windstream, and Windstream completes work required to provide for the Commingling that is in

addition to work required to provision the service as a stand-alone facility or service.

9.3.2.3 EEL is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an End User Customer to NT&T's Collocation. EEL can also be ordered as a new installation of circuits for the purpose of NT&T providing services to End User Customers.

9.3.2.3.1 Terms and Conditions

9.3.2.3.2 One (1) end of the interoffice facility of a high capacity EEL must originate at NT&T's Collocation in a Wire Center other than the Serving Wire Center of the Loop.

9.3.2.3.3 EEL combinations consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). High capacity point-to-point EELs must originate from NT&T's Collocation in a Wire Center other than the Serving Wire Center of the Loop. When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (multiplexed EEL).

9.3.2.3.4 Installation intervals are set forth on Windstream's website.

9.3.2.3.5 EEL is available only where existing facilities are available.

9.3.2.3.6 Rearrangements may be requested for work to be performed by Windstream on an existing EEL or on some private line/special access circuits when coupled with a conversion-as-specified request to convert to EEL.

9.3.3 Ordering

9.3.3.1 NT&T will submit EEL orders using the LSR process.

9.3.3.2 Windstream will install the appropriate channel card based on the DS0 EEL Loop LSR order and apply the charges.

9.3.3.3 One (1) LSR is required when NT&T orders Point-to-Point EEL. Multiplexed EEL and EEL Loops must be ordered on separate LSRs.

9.3.3.4 Out of Hours Project Coordinated Installations: NT&T may request project coordinated installations outside of Windstream's standard installation hours. This permits NT&T to obtain a coordinated installation for EEL where NT&T requests work to be performed outside of Windstream's standard installation hours. For purposes of this Section, Windstream's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. Installations commencing outside of these hours are considered to be out of hours project coordinated installations.

9.3.3.4.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall be negotiated between Windstream and NT&T. All requests will be processed on a first come, first served basis and are subject to Windstream's ability to meet a reasonable demand. Considerations such as volumes, system down time, Switch upgrades, Switch maintenance, and the possibility

of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

9.3.3.4.2 To request out of hours project coordinated installations, NT&T will submit an LSR designating the desired appointment time. NT&T must specify an out of hours project coordinated Installation in the "remarks" section of the LSR.

9.3.4 Rate Elements

Exhibit A provides recurring and nonrecurring rates for EEL and also provides Miscellaneous Charges.

9.3.4.1 EEL Loop. The EEL Loop is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Loop is available in DS0, DS1, and DS3 bandwidths. Recurring and nonrecurring charges apply.

9.3.4.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Windstream Wire Centers. EEL Transport is available in DS0, DS1, and DS3 bandwidths. Recurring charges apply.

9.3.4.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. EEL multiplexing is ordered with EEL Transport. Recurring and nonrecurring charges apply.

9.3.4.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Loop. Channel Cards are available for Analog Loop Start, Ground Start, Reverse Battery, and No Signaling.

9.3.4.5 Rearrangements. Nonrecurring charges apply for work performed by Windstream on an existing EEL or on private line/special access circuits when coupled with a conversion-as-specified request to convert to EEL.

9.3.4.6 Nonrecurring charges apply for conversions of private line/Special Access to EEL.

9.3.4.7 Miscellaneous Charges. The following miscellaneous services, as described in Section 1.11, are available with EEL. Miscellaneous Charges apply for miscellaneous services.

a) Additional labor – installation Miscellaneous Charges apply for out-of-hours project coordinated installations scheduled to commence out of hours, or rescheduled by NT&T to commence out of hours, in addition to standard nonrecurring charges for the installation
b) Additional labor – other Miscellaneous Charges apply for Optional Testing
c) Cancellation
d) Design change
e) Dispatch
f) Expedite
g) Maintenance of Service.

9.3.5 NT&T may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Windstream currently combines in its network, NT&T can use the Bona Fide Request Process (BFR). For UNEs that Windstream does not currently

combine, NT&T must use the Bona Fide Request Process (BFR). In its BFR request, NT&T must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.

9.3.6 If NT&T is obtaining services from Windstream under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if NT&T wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement. Nothing herein shall be construed as expanding the rights otherwise granted by this Agreement or by law to elect to make such conversions.

9.3.7 For installation of new UNE Combinations, NT&T will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to NT&T as a combination.

9.3.8 In the event Windstream terminates the Provisioning of any UNE Combination service to NT&T for any reason, NT&T shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Windstream be responsible for providing such notice to NT&T's End User Customers. Windstream shall only be required to notify NT&T of Windstream's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.3.9 In the event Windstream terminates the Provisioning of any UNE Combination service to NT&T for any reason, NT&T shall be responsible for providing at least ten (10) Days notice to its End User Customers of the termination. In no case shall Windstream be responsible for providing such notice to NT&T's End User Customers. Windstream shall only be required to notify NT&T of Windstream's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.3.10 NT&T, or NT&T's agent, shall act as the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. NT&T shall inform its End User Customers that they are End User Customers of NT&T. NT&T's End User Customers contacting Windstream will be instructed to contact NT&T, and Windstream's End User Customers contacting NT&T will be instructed to contact Windstream. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Windstream or NT&T from discussing its products and services with NT&T's or Windstream's End User Customers who call the other Party seeking such information.

9.4 Rates and Charges

9.4.1 The rates and recurring and nonrecurring charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A, and Exhibit A also provides Miscellaneous Charges.

9.4.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered.

9.4.1.2 Nonrecurring charges, if any, will apply for the Provisioning the UNE Combination and providing access to the UNE Combination.

9.4.1.3 Miscellaneous Charges will apply based upon Windstream providing miscellaneous services, if made available, with UNE combination.

9.4.2 NT&T shall be responsible for Billing its End User Customers served over UNE Combinations for surcharges required of NT&T by statute, regulation or otherwise required.

9.4.3 Windstream shall have a reasonable amount of time to implement system or other changes necessary to bill NT&T for Commission-ordered rates or charges associated with UNE Combinations.

9.5 Ordering Process

9.5.1 UNE Combinations and associated products and services are ordered via an LSR or ASR, as appropriate.

9.5.2 Prior to placing an order on behalf of each End User Customer, NT&T shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.

9.5.3 Standard service intervals for each EEL are set forth on Windstream's website. For UNE Combinations with appropriate retail analogues, NT&T and Windstream will use the standard Provisioning interval for the equivalent retail service. NT&T and Windstream can separately agree to Due Dates other than the standard interval.

9.5.4 Due Date intervals are established when Windstream receives a complete and accurate Local Service Request (LSR) or Access Service Request (ASR). Intervals as outlined on on Windstream's website.

9.5.5 For EELs, NT&T shall provide Windstream and Windstream shall provide NT&T with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

9.6 Maintenance and Repair

9.6.1 Windstream will maintain facilities and equipment that comprise the service provided to NT&T as a UNE Combination. NT&T or its End User Customers may not rearrange, move, disconnect or attempt to repair Windstream facilities or equipment, other than by connection or disconnection to any interface between Windstream and the End User Customer, without the written consent of Windstream.

10.0 Loop Splitting

10.1 Description

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice service over an existing Unbundled Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of Record (the voice service provider) or another data service provider chosen by the Customer of Record. The Splitter separates the voice and data traffic and allows the copper Loop

to be used for simultaneous DLEC data transmission and NT&T provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity.

10.2 Terms and Conditions

10.2.1 General

10.2.1.1 Windstream is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

10.2.1.2 To order Loop Splitting, CLEC/DLEC must have a Splitter installed in the Windstream Wire Center that serves the End User Customer. The Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

10.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

10.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop.

10.2.1.4.1 The Customer of Record will be able to request conditioning of the Unbundled Loop. Windstream will perform requested conditioning of Unbundled Loops to remove load coils and excess Bridged Taps under the terms and conditions associated with Loop conditioning contained in Section 2 of this Agreement.

10.2.1.4.2 If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is unacceptable to CLEC, Customer of Record shall pay to convert back to an analog Loop.

10.2.1.5 Splitters may be installed in Windstream Wire Centers at the discretion of CLEC/DLEC via the standard or Common Area Splitter Collocation arrangements set forth in the Collocation Section of this Agreement. Under either option, Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, Windstream shall use the same length of tie pairs as it uses for other split services provided under this Agreement, except for the additional CLEC-to-CLEC connection, which is required for Loop Splitting.

10.3 Rate Elements

Recurring and nonrecurring charges for the following Loop Splitting rate elements are contained in Exhibit A, and Exhibit A also provides Miscellaneous Charges.

10.3.1 Recurring Rates

10.3.1.1 Interconnection Tie Pairs (ITP) - A monthly recurring charge to recover the costs associated with the use of ITPs.

10.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Unbundled Loop.

10.3.2 Nonrecurring Rates

10.3.2.1 Basic Installation Charge – A nonrecurring charge for Loop Splitting installed will apply.

10.3.3 Miscellaneous Charges. All miscellaneous services as described in Section 1.12 are available with Subloop. Miscellaneous Charges apply for miscellaneous services.

10.3.4 Rates for Splitter Collocation are included in Exhibit A of this Agreement.

10.4 Ordering Process

10.4.1 Loop Splitting

10.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information. The Customer of Record will determine, in its sole discretion and at its risk, whether to add data services to any specific Unbundled Loop.

10.4.1.2 The Customer of Record will provide on the LSR, the appropriate frame terminations that are dedicated to Splitters. Windstream will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

10.4.1.3 Basic Installation "lift and lay" procedure will be used for all Loop Splitting orders. Under this approach, a Windstream technician "lifts" the Loop from its current termination in a Windstream Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

10.4.1.4 The Customer of Record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given Windstream Wire Center, including, but not limited to, Splitter installation and tie cable reclassification or augmentation has been completed.

10.4.1.5 The Customer of Record shall submit the appropriate LSRs associated with establishing Unbundled Loop and Loop Splitting.

10.4.1.6 If the voice service is disconnected on a Loop Splitting arrangement, the Loop Splitting arrangement shall terminate. CLEC may arrange to provide DSL service to the End User Customer through purchase of another product.

10.5 Repair and Maintenance

10.5.1 Windstream will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the Splitter.

10.5.2 The Customer of Record will be responsible for reporting to Windstream service troubles provided over Loop Splitting. Windstream will be responsible to repair troubles on the physical line between Network Interface Devices at the End User Customer premises and the point of demarcation in Windstream Wire Centers. Windstream, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the Splitters will be responsible for their maintenance.

10.5.3 Windstream, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Windstream's web site.

10.6 Customer of Record and Authorized Agents

10.6.1 "Customer of Record" is defined for the purposes of this section as the voice service provider. Windstream will bill the Customer of Record for Loop Splitting. The Customer of Record may designate an authorized agent pursuant to the terms of sections 10.6.2 and 10.6.3 to perform ordering and/or Maintenance and Repair functions.

10.6.2 In order for the authorized agent of the Customer of Record to perform ordering and/or Maintenance and Repair functions, the Customer of Record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of Record. Such access will be managed by the Customer of Record.

10.6.3 The Customer of Record shall hold Windstream harmless with regard to any harm Customer of Record receives as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of Record or any other Person who has obtained from the Customer of Record the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that allow such Person to access the records of the Customer of Record unless such access and security devices were wrongfully obtained by such Person through the willful or negligent behavior of Windstream.

11.0 Loop-Mux Combination (LMC)

11.1 Description

11.1.1 Loop-mux combination (LMC) is an unbundled Loop as defined in Section 2 of this Agreement (referred to in this Section as an LMC Loop) Commingled with a private line (PLT), or with a special access (SA), Tariffed DS1 or DS3 multiplexed facility with no interoffice transport. The PLT/SA multiplexed facility is provided as either an Interconnection Tie Pair (ITP) or Expanded Interconnection Termination (EICT) from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Windstream Wire Center.

11.1.2 LMC provides NT&T with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a PLT/SA DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.

11.1.3 Windstream offers the LMC Loop as a billing conversion or as new provisioning.

11.2 Terms and Conditions

11.2.1 An Extended Enhanced Loop (EEL) may be commingled with the PLT/SA multiplexed facility.

11.2.2 LMC Loops will be provisioned where existing facilities are available.

11.2.3 The PLT/SA DS1 or DS3 multiplexed facility must terminate in a Collocation.

11.2.4 The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.

11.2.5 The multiplexer and the Collocation must be located in the same Windstream Wire Center.

11.2.6 Rearrangements may be requested for work to be performed by Windstream on an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.

11.3 Rate Elements

Exhibit A provides recurring and nonrecurring rates for LMC and also provides Miscellaneous Charges.

11.3.1 The LMC Loop is the Loop connection between the End User Customer Premises and the multiplexer in the serving Wire Center where CLEC is Collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges apply.

11.3.2 DS0 Mux Low Side Channelization. LMC DS0 channel cards are required for each DS0 LMC Loop connected to a 1/0 LMC multiplexer. Channel cards are available for analog loop start, ground start, reverse battery, and no signaling. See channel performance for recurring charges.

11.3.3 Nonrecurring charges apply for billing conversions to LMC Loop.

11.3.4 Nonrecurring charge apply for rearrangements of an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.

11.3.5 Nonrecurring charges apply for conversion of private line/special access to LMC.

11.3.6 Miscellaneous Charges. The following miscellaneous services, as described in Section 1.12, are available with LMC. Miscellaneous Charges apply for miscellaneous services.

a) Additional labor – installation Miscellaneous Charges apply for out-of-hours project coordinated installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges for the installation
b) Additional labor – other Miscellaneous Charges apply for Optional Testing
c) Cancellation
d) Design change
e) Dispatch
f) Expedite
g) Maintenance of Service

11.4 Ordering Process

11.4.1 The following is a high-level description of the ordering process:

11.4.1.1 Step 1: Complete product questionnaire for LMC Loop(s) with account team representative.

11.4.1.2 Step 2: Obtain billing account number (BAN) through account team representative.

11.4.1.3 Step 3: Allow two (2) to three (3) weeks from Windstream's receipt of a completed questionnaire for accurate loading of LMC rates to the Windstream billing system.

11.4.1.4 Step 4: After account team notification, place LMC Loop orders via an LSR.

11.4.2 Prior to placing an order on behalf of each End User Customer, NT&T shall be responsible for obtaining and have in its possession a Proof of Authorization (POA) as set forth in this Agreement.

11.4.3 Standard service intervals for LMC Loops are on Windstream's website.

11.4.4 Out of Hours Project Coordinated Installations: NT&T may request an out of hours project coordinated Installation. This permits NT&T to obtain a coordinated installation for LMC Loops with installation work performed by Windstream outside of Windstream's standard installation hours. For purposes of this Section, Windstream's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, except holidays. Installations commencing outside of these hours are considered to be out of hours project coordinated installations.

11.4.4.1 The date and time for the out of hours project coordinated installation requires up-front planning and shall be negotiated between Windstream and NT&T. All requests will be processed on a first come, first served basis and are subject to Windstream's ability to meet a reasonable demand. Considerations such as volumes, system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention) must be reviewed.

11.4.4.2 To request out of hours project coordinated installations, NT&T will submit an LSR designating the desired appointment time. NT&T must specify an out of hours project coordinated Installation in the "remarks" section of the LSR.

11.5 Maintenance and Repair

11.5.1 Windstream will maintain facilities and equipment for LMC Loops provided under this Agreement. Windstream will maintain the multiplexed facility pursuant to the Tariff. NT&T or its End User Customers may not rearrange, move, disconnect or attempt to repair Windstream facilities or equipment, other than by connection or disconnection to any interface between Windstream and the End User Customer, without the prior written consent of Windstream.

Exhibit A: UNE Price List

	Monthly Recurring	Nonrecurring Charges	
		Initial	Additional
Unbundled Loops			
2-Wire Analog			
Zone 1	$15.75	$32.52	$27.88
Zone 2	$23.50	$32.52	$27.88
Zone 3	$42.50	$32.52	$27.88
4-Wire Analog			
Zone 1	$31.50	$32.52	$27.88
Zone 2	$47.00	$32.52	$27.88
Zone 3	$85.00	$32.52	$27.88
2-Wire Digital			
Zone 1	$15.75	$32.52	$27.88
Zone 2	$23.50	$32.52	$27.88
Zone 3	$42.50	$32.52	$27.88
4-Wire Digital			
Zone 1	$31.85	$32.52	$27.88
Zone 2	$48.27	$32.52	$27.88
Zone 3	$87.91	$32.52	$27.88
DS-1			
Zone 1	$89.52	$185.47	$134.62
Zone 2	$93.26	$185.47	$134.62
Zone 3	$155.31	$185.47	$134.62
DS-3			
Zone 1	$424.78	$204.98	$154.14
Zone 2	$424.78	$204.98	$154.14
Zone 3	$424.78	$204.98	$154.14
Extension Technology for Digital Capable Loops	ICB	ICB	ICB
Interconnection Tie Pair	Recurring and nonrecurring charges included in Collocation elements found in Attachment 7.		
Loop Splitting Basic Installation		ICB	ICB
Splitter Collocation	ICB	ICB	ICB
Network Interface Device (NID)			
NID – 2 Lines	$1.00	$0.00	$0.00
NID – 6 Lines	$1.50	$0.00	$0.00

	Monthly Recurring	Nonrecurring	Charges
Conditioning[2]			
ADSL Loop Qulification		$122.28	$122.28
ADSL Conditioning - Basic		$91.71	
ADSL Conditioning – Equipment Removal [1]		$212.21	
BRI – ISDN 2 Wire		$152.85	$152.85
BRI – ISDN 4 Wire		$152.85	$152.85
DDS 2 Wire		$152.85	$152.85
DDS 4 Wire		$152.85	$152.85
PRI – ISDN / HDSL 2 Wire		$152.85	$152.85
PRI-ISDN/HDSL 4 Wire		$152.85	$152.85
PRI-ISDN/ DS-1 2 Wire		$152.85	$152.85
PRI/ISDN/DS-1 4 Wire		$152.85	$152.85
Basic Conditioning (BRI-ISDN, DDS, PRI ISDN)		$122.28	$122.28
Equipment Removal (BRI-ISDN, DDS, PRI ISDN)		$212.21	$212.21
Per Repeater[3]		$270.93	$270.93
Note 1: Removal of Equipment which hinders service availability (average cost). Per Bridge Tap, Load Coil Cable or Terminal Throw Removed			
Note 2: Recurring monthly charges per loop plus NRC charges per loop conditioned. Removal costs are per facility removed.			
Note 3: Repeater installation only when required to enhance signal.			
Conversion Loop		$23.68	$23.68
Conversion UDIT		$23.68	$23.68
Cross Connect			
2-wire	Cross connect charges included in Loop NRC above.		
DS1	Cross connect charges included in Loop NRC above.		
Enhanced Extended Links (EEL)			
Enhanced Extended Link – Fixed			
Zone 1	$21.51	$37.50	$32.85
Zone 2	$29.26	$37.50	$32.85
Zone 3	$48.26	$37.50	$32.85
Enhanced Extended Link – Per Mile	$0.116		

	Monthly Recurring	Nonrecurring Charges	
Unbundled Dedicated Interoffice Transport (UDIT)			
IX Fiber Facilities DS1 – Per Mile	$2.10		
IX Fiber Facilities DS3 – Per Mile	$25.16		
Transport Termination			
IX Fiber Ports DS1 – Per Port	$17.21	$45.14	$45.14
IX Fiber Ports DS3 – Per Port	$129.72	$45.14	$45.14
Unbundled Dark Fiber (UDF)			
UDF – Single Strand			
Fiber Transport per Strand/Mile	$46.27		
Termination Fixed per Strand/Office	$3.88		
Fiber Cross-connect Per Strand	$2.14	$14.29	
Order Charge Per Strand		$420.87	$210.29
UDF – Per Pair			
Fiber Transport per Pair/Mile	$64.85		
Termination Fixed per Pair/Office	$7.75		
Fiber Cross-connect Per Pair	$4.27	$14.29	
Order Charge Per Pair		$420.87	$210.29
Initial Records Inquiry			
Simple		$237.96	
Complex		$279.35	
Field Verification and Quote Preparation		$952.24	
Engineering Verification		$327.09	
Service Order Charges			
New Service		$15.00	
Change		$10.00	
Cancellation Charge		$5.00	
Expedite		$20.00	
Disconnect		$10.00	
Maintenance of Service Charges			
Basic Time per half (1/2) hour		$28.10	
Overtime per half (1/2) hour		$42.15	
Premium Time per half (1/2) hour		$56.20	
Time and Material Charges			
Basic Time per half (1/2) hour		$28.10	
Overtime per half (1/2) hour		$42.15	
Premium Time per half (1/2) hour		$56.20	

	Monthly Recurring	Nonrecurring Charges	
Coordinated Cut-Over Charge			
Basic Time per half (1/2) hour		$28.10	
Overtime per half (1/2) hour		$42.15	
Premium Time per half (1/2) hour		$56.20	

ATTACHMENT 7: COLLOCATION

1.0 Purpose and Scope

1.1 This Attachment provides for the placing of NT&T telecommunications equipment and facilities on Windstream property for the purposes set forth in Section 1.3, following.

1.2 Physical collocation provides actual space (hereinafter referred to as Dedicated Space) within a Windstream Eligible Structure as defined in Paragraph 2.0 Definitions, following. NT&T will lease the Dedicated Space from Windstream and install certain of its own telecommunications equipment within the Dedicated Space that is necessary for the purposes set forth in Paragraph 1.3, following. Windstream will provide caged, shared caged, cageless, and other physical collocation arrangements within its Eligible Structures. When space is Legitimately Exhausted inside an Eligible Structure, Windstream will permit collocation in Adjacent Structures in accordance with this Agreement so that collocators will have a variety of collocation options from which to choose.

1.3 NT&T shall not occupy or use the Collocation Space, or permit the Collocation Space to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by the Agreement, if such purpose, act, or thing (i) is in violation of any public law, ordinance, or governmental regulation; (ii) may be dangerous to persons or property; (iii) violates the terms of this Agreement.Physical collocation is available for the placement of telecommunications equipment as provided for in this Attachment for the purposes of (i) transmitting and routing telephone exchange service or exchange access pursuant to 47 U.S.C. 251(c)(2) of FTA96, or (ii) obtaining access to Windstream's unbundled network elements pursuant to 47 U.S.C. 251(c)(3) of FTA96. The terms "telephone exchange service", "exchange access" and "network element" are used as defined in 47 U.S.C. 153(47), 47 U.S.C. 153(16), and 47 U.S.C. 153(29) of FTA96, respectively.

2.0 Definitions

Collocation Space – Denotes the space within an Eligible Structure that can be designated for physical collocation which has sufficient telecommunications infrastructure systems, including power. Any dispute as to whether administrative space within an Eligible Structure should be available for physical collocation, shall be resolved on a case-by-case basis by the use of the Third-Party Engineer process pursuant to Section 6.2.1 of this Attachment. Space within CEVs, huts and cabinets and similar Eligible Structures that can be designated for physical collocation is considered to be Collocation Space.

Adjacent Structure - A Collocator-provided structure placed on Windstream property (Adjacent) adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible. Windstream and CLEC will mutually agree on the location of the designated space on Windstream premises where the adjacent structure will be placed. Windstream will not withhold agreement as to the site desired by Collocator, subject only to reasonable safety and maintenance requirements.

Augment - A request from a collocator to add equipment and/or cable to an existing physical collocation arrangement.

Custom Work Charge – Denotes the charge(s) developed solely to meet the construction requirements of NT&T, e.g., painting a cage. Custom work may not be charged to NT&T for any work performed which will benefit or be used by Windstream or other collocators. Windstream also may not impose a custom work charge without NT&T's approval and agreement that the custom work is not included in the provision

of collocation as provided for in the rate elements provided in this Attachment. Windstream shall follow the procedures established in Section 17.2 of this Attachment for imposition of Custom Work Charges. In the event an agreement between NT&T and Windstream is not reached regarding the Custom Work Charge, Windstream shall complete construction of NT&T's space pending resolution of the issue by the Commission and NT&T may withhold payment for the disputed charges while the issue remains unresolved; however, any disputed Custom Work Charges paid by NT&T or owed to Windstream shall accrue interest at the rate established by the Nebraska Public Service Commission. All Custom Work Charges that are approved by the Nebraska Public Service Commission will be the basis for calculating a refund to NT&T that has overpaid or the amount due to Windstream that was not paid or underpaid. These overpaid or underpaid amounts will accrue at the above-stated interest rate on a monthly basis from the date of completion of the work or the date of payment of the disputed amount, as appropriate. In the event that the requested work will benefit all or most collocators, such work shall not be considered custom work; instead, Windstream shall file for an amendment to this Attachment. However, Windstream shall not delay completion of such work during the Attachment approval process. Windstream shall perform such work based upon interim rates, subject to true up. If NT&T and Windstream cannot agree on interim rates, either party may seek informal dispute resolution at the Commission.

Dedicated Space - Denotes the space dedicated for NT&T's physical collocation arrangement located in a Windstream Eligible Structure.

Eligible Structure - Eligible Structure refers to Windstream's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by Windstream that house its network facilities, and all structures that house Windstream's facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

Infrastructure Systems - The structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning (HVAC) systems, electrical systems (AC power), high efficiency filtration, humidity controls, remote alarms, compartmentation and smoke purge.

Legitimately Exhausted – Denotes when all space in a Central Office (CO) that can be used or is useful to locate telecommunications equipment in any of the methods of collocation available under this Attachment is exhausted or completely occupied. Before Windstream may make a determination that space in an Eligible Structure is legitimately exhausted, Windstream must have removed all unused obsolete equipment from the Eligible Structure and made such space available for collocation; however, removal of the equipment shall not cause a delay in Windstream's response to a Collocator's application or in provisioning collocation arrangements. Establishing and maintaining a 550 sq. ft. floor space minimum requirement for Caged Common Collocation, where applicable, will not be a basis for a claim that space is Legitimately Exhausted. The determination of exhaustion is subject to dispute resolution as provided in Section 6.2.1 of this Attachment. In making this determination, Windstream may reserve space for transport equipment for current year plus two years. Additionally, Windstream may not reserve space for equipment for itself, for/of advanced or interLATA services affiliates or other Windstream affiliates or for future use by Windstream or its affiliates under conditions that are more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own use. Windstream may reserve space for Switching, Power and Main Distribution Frame (MDF) up to a maximum of 8 years of anticipated growth. Windstream may reserve space for Digital Crossconnect System (DCS) for 5 years of anticipated growth.

At the time that Windstream denies a collocation request due to a lack of available space or determines that the space is Legitimately Exhausted, Windstream must provide to NT&T, upon request, the following information: 1) a detailed explanation of Windstream's determination and all reasons in support thereof; 2) the access line forecast used in making the determination as defined above; and 3) a frame level diagram, which includes detailed floor plans for the Eligible Structure that is the subject of the determination, including the locations, size and current and projected use of all areas reserved for Windstream's future growth or reserved for use by Windstream's affiliates on a frame level basis and the planned date for use of that space. The frame level diagram will also include detail for each frame or area reserved for future use,

including a delineation of the type of equipment to be used in the reserved space. In estimating the space requirement for growth, Windstream shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forwarding-looking technology as it relates to switching, power, MDF and DCS. In the dispute-resolution process, Windstream shall bear the burden of establishing that its reservation of active telecommunications equipment space is just, reasonable and nondiscriminatory. In addition, Windstream shall not exclusively and unilaterally reserve active space that is supported by existing telecommunications infrastructure space. Windstream shall disclose to NT&T the space it reserves for its own future growth and for that of its interLATA, advanced services and affiliates.

Preparation Charges - Denotes those charges associated with the initial preparation of NT&T's Dedicated Space.

Technically Feasible - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment. A collocation arrangement shall be presumed to be technically feasible if it has been deployed by any incumbent local exchange carrier in the country.

Telecommunications Infrastructure Space – Denotes the square footage or linear footage of space, including common areas, used to house telecommunications infrastructure equipment necessary to support collocation space used for interconnection with or access to unbundled network elements of Windstream's network and/or the network of another CLEC.

3.0 Limitation of Liability

3.1 Third Parties

Windstream also may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of NT&T's; that such space may be close to the Dedicated Space, possibly including space adjacent to the Dedicated Space and/or with access to the outside of the Dedicated Space within the collocation area; and that if caged, the cage around the Dedicated Space is a permeable boundary that will not prevent the Others from observing or even damaging NT&T's equipment and facilities.

4.0 Responsibilities of Windstream

4.1 Right to Use; Multiple Dedicated Spaces

In accordance with this Attachment, Windstream grants to NT&T the right to use a Dedicated Space. Each Dedicated Space within an Eligible Structure will be considered a single Dedicated Space for the application of rates according to this Attachment.

4.2 Contact Numbers

Windstream is responsible for providing NT&T personnel a contact number for Windstream technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring verbal and written notification per this Attachment, the parties will provide the contact numbers included in the application process. Notwithstanding the requirements for contact numbers, NT&T will have access to its collocated equipment in the Eligible Structure 24 hours a day, 7 days a week and Windstream will not unreasonably delay NT&T's entry into an Eligible Structure.

4.3 Trouble Status Reports

Windstream is responsible for making best efforts to provide prompt notification to NT&T of significant outages or operations problems which could impact or degrade NT&T's network, switches or services, with an estimated clearing time for restoral. When trouble has been identified, Windstream is responsible for providing trouble status reports, consistent with paragraph 4.2, when requested by NT&T.

4.4 Service Coordination

Windstream is responsible for coordinating with NT&T to ensure that services are installed in accordance with the service request.

4.5 Casualty Loss

4.5.1 Damage to Dedicated Space

If the Dedicated Space is damaged by fire or other casualty, and (1) the Dedicated Space is not rendered untenantable in whole or in part, Windstream shall repair the same at its expense (as hereafter limited) and the monthly charge shall not be abated, or (2) the Dedicated Space is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) business days, Windstream has the option to repair the Dedicated Space at its expense (as hereafter limited) and the monthly charges shall be proportionately abated while NT&T was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) business days, or Windstream opts not to rebuild, then Windstream shall notify NT&T within thirty (30) business days following such occurrence that NT&T's use of the Dedicated Space will terminate as of the date of such damage. Upon NT&T's election, Windstream must provide to NT&T, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable nonrecurring charges for that arrangement and location.

Any obligation on the part of Windstream to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as prepared for NT&T by Windstream.

4.5.1 Damage to Eligible Structure

In the event that the Eligible Structure in which the Dedicated Space is located shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in Windstream's opinion be advisable, then, notwithstanding that the Dedicated Space may be unaffected thereby, Windstream, at its option, may terminate services provided via this Attachment by giving NT&T ten (10) business days prior written notice within thirty (30) business days following the date of such occurrence, if at all possible.

4.6 Construction Notification

Windstream will notify NT&T prior to the scheduled start dates of all construction activities (including power additions or modifications) in the general area of NT&T's Dedicated Space with potential to disrupt the collocator's services. Windstream will provide such notification to the collocator at least twenty (20) business days before the scheduled start date of such construction activity. Windstream will inform NT&T as soon as practicable by telephone of all emergency-related activities that Windstream or its subcontractors are performing in the general area of NT&T's Dedicated Space, or in the general area of the AC and DC power plants which support NT&T's equipment. If possible, notification of any emergency-related activity will be made

immediately prior to the start of the activity so that the collocator may take reasonable actions necessary to protect NT&T's Dedicated Space.

4.7 Construction Inspections

During the construction of all forms of physical collocation space required under this Attachment, NT&T shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the construction interval is extended beyond the interval contained in this Attachment or an otherwise agreed upon interval, NT&T will be granted two (2) additional visits per thirty (30) day extension. Requests for construction inspections shall be given to the contact number as specified in Section 4.2. If any travel expenses are incurred, NT&T will be charged for the time Windstream employees spend traveling and will be based on fifteen (15) minute increments. Rates and charges are as found in Section 20.22.

5.0 Obligations of NT&T

5.1 Certification

NT&T is responsible for obtaining any necessary certifications or approvals from the Commission prior to provisioning of telecommunications service by using the physical collocation space. Windstream shall not refuse to process an application for collocation space and shall not refuse to provision the collocation space submitted by NT&T while NT&T's state certification is pending or prior to a final approved interconnection agreement.

5.2 Contact Numbers

NT&T is responsible for providing to Windstream personnel a contact number for NT&T technical personnel who are readily accessible 24 hours a day, 7 days a week. In addition, for all activities requiring notification per this Attachment, the parties will provide the contact numbers included in the application process.

5.3 Trouble Report

NT&T is responsible for making best efforts to provide prompt notification to Windstream of significant outages or operations problems which could impact or degrade Windstream's network, switches or services, with an estimated clearing time for restoral. When trouble has been identified, NT&T is responsible for providing trouble status reports, consistent with Section 4.2, when requested by Windstream.

5.4 Removal

NT&T is responsible for removing any equipment, property or other items that it brings into the Dedicated Space or any other part of the Eligible Structure in which the Dedicated Space is located within thirty (30) business days after discontinuance or termination of the physical collocation arrangement. After such time, Windstream may remove the abandoned materials and charge NT&T for any and all claims, expenses, fees or other costs associated with any such removal by Windstream, including any materials used in the removal and the time spent on such removal, at the hourly rate for custom work. NT&T will hold Windstream harmless from the failure to return any such equipment, property or other items.

5.5 Hazardous Waste & Materials

The Installation Supplier shall adhere to all federal, state and local regulations regarding hazardous material/waste. In addition, NT&T's Installation Supplier shall adhere to all Windstream LEC requirements. The Installation Supplier shall coordinate with the Windstream LEC Representative before any activity relating to hazardous material/waste is started.

5.6 Safety

The Installation Supplier shall be entirely responsible for the safety and instruction of its employees or representatives. The Installation Supplier shall take precautions to avoid harm to personnel, equipment, and building (e.g., cutting installed threaded rod) of Windstream or other CLECs. The Installation Supplier shall immediately report to the Windstream LEC Representative any accident, outside agency inspection or hazardous condition, such as any accident or injury that occurs to employees or subcontractors of the Installation Supplier while on Windstream LEC premises or any OSHA inspection or citations issued to the Installation Supplier while on Windstream LEC premises.

5.7 NT&T's Equipment and Facilities

NT&T is solely responsible for the design, engineering, testing, performance and maintenance of the telecommunications equipment and facilities used in the Dedicated Space. NT&T will be responsible for servicing, supplying, repairing, installing and maintaining the following within the Dedicated Space or optional POT frame located in the Common Area:

a) its fiber optic cable(s) or other permitted transmission media as specified in Section 8.1.1;
b) its equipment;
c) required point of termination cross connects in the Dedicated Space or the optional POT Frame/Cabinet located in the Common Area;
d) POT frame maintenance, including replacement power fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within the Dedicated Space or in the optional POT Frame/Cabinet located in the Common Area and accessible by NT&T and only if and as required; and
e) the connection cable and associated equipment which may be required within the Dedicated Space(s) or in the optional POT Frame/Cabinet located in the Common Area to the point(s) of termination.

Windstream neither accepts nor assumes any responsibility whatsoever in any of the areas so designated in this Section.

5.8 Insurance

5.8.1 Coverage Requirements

NT&T shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this Section underwritten by insurance companies licensed to do business in the state where physical collocation is offered, and NT&T's insurance company's rating need not be higher than what Windstream requires of its own underwriters. So long as NT&T has assets that equal or exceed ten billion dollars ($10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance. As appropriate, Windstream shall be named as an additional insured and/or as a loss payee on all applicable policies.

5.8.2 Types of Coverage and Limits

5.8.2.1 Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than ten

million dollars ($10,000,000.00) combined single limit per occurrence, naming Windstream as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of ten million dollars ($10,000,000.00). Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements.

5.8.2.2 Umbrella/excess liability coverage in an amount of five million dollars ($5,000,000.00) excess of coverage specified in § 15.2.1 proceeding.

5.8.2.3 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one million dollars ($1,000,000.00) each employee by accident and disease.

5.8.2.4 NT&T may elect to purchase business interruption and contingent business interruption insurance, having been advised that Windstream assumes no liability for loss of profit or revenues should an interruption of service occur.

5.8.3 All risk property coverage on a full replacement cost basis insuring all of NT&T's personal property situated on or within Windstream location(s). NT&T may also elect to purchase business interruption or contingent business interruption insurance, knowing that Windstream has no liability for loss of profit or revenues should an interruption of service occur.

5.8.4 NT&T may purchase and secure such other and further insurance coverage as it may deem prudent and the Parties shall cooperate with each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.

5.8.5 The limits set forth in § 15.2 above may be increased by Windstream from time to time during the term of the Attachment upon thirty (30) days notice to NT&T to at least such minimum limits as shall then be customary with respect to comparable occupancy of Windstream structures.

5.8.6 All policies purchased by NT&T shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Windstream.

5.8.7 All insurance must be in effect on or before the date equipment is delivered to Windstream's Central Office and shall remain in effect for the term of this Attachment or until all NT&T property has been removed from Windstream's Central Office, whichever period is longer. If NT&T fails to maintain required coverage, Windstream may pay the premiums thereon and seek reimbursement of it from NT&T.

5.8.8 NT&T releases Windstream from and waives any and all right of recovery, claim, action or cause of action against Windstream, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to NT&T or located on or in the space at the instance of NT&T by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of Windstream, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on NT&T fixtures and other personal property shall contain a waiver of subrogation against Windstream, and any rights of NT&T against Windstream for damage to NT&T fixtures or personal property are hereby waived. NT&T may also elect to purchase business interruption and contingent business

interruption insurance, knowing that Windstream has no liability for loss of profit or revenues should an interruption of service occur.

5.8.9 NT&T shall submit certificates of insurance and copies of policies reflecting the coverage specified above prior to the commencement of the work called for in this Attachment. NT&T shall arrange for Windstream to receive thirty (30) days advance written notice from NT&T insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

5.8.10 NT&T must also conform to the recommendation(s) made by Windstream's insurance company.

5.8.11 Failure to comply with the provisions of this Section will be deemed a material violation of this Attachment.

6.0 Ordering and Provisioning

6.1 Dedicated Space

6.1.1 Types of Available Physical Collocation Arrangements

Windstream will make each of the arrangements outlined below available within its Eligible Structures in accordance with this Attachment so that NT&T will have a variety of collocation options from which to choose:

a) Caged Physical Collocation - The caged collocation option provides NT&T with an individual enclosure (not including a top). This enclosure is an area designated by Windstream within an Eligible Structure to be used by NT&T for the sole purpose of installing, maintaining and operating NT&T-provided equipment.

Windstream will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, Cage Preparation, and Safety and Security charges in increments of one (1) square foot. For this reason, NT&T will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a Windstream premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Section 20.2 following.

If NT&T elects to build its own cage, it can do so only by utilizing one of Windstream;s approved contractors. In this case, NT&T will not be subject to Windstream's Cage Preparation Charge as set forth in paragraph 20.2 following, nut will be responsible for any and all charges assessed by the contractor. NT&T may provide a cage enclosure (not including a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. In addition, terms and conditions for contractors performing cage construction activities as set forth in Section 16.3 following will apply.

If NT&T elects to install or requests that Windstream provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in Section 20.3 following applies.

b) Caged Shared Collocation - Windstream will provide Caged Shared Collocation as set forth in Section 7 entitled "Use By Other Local Service Providers." Two or more collocators may initially apply at the same time to share a caged collocation space as set forth in Section 7.1. Charges to each collocator will be based upon the percentage of total space utilized by each collocator.

c) Caged Common Collocation - Windstream will provide Caged Common Collocation as set forth in Section 7.1.1.

d) Cageless Collocation - Windstream will offer cageless collocation in any collocation space that is supported by the existing telecommunications infrastructure, as further defined in Section 2. Under this arrangement, Windstream will provide space in single bay increments, including available space adjacent to or next to Windstream's equipment. NT&T will have direct access to its equipment 24 hours a day, 7 days a week without need for a security escort. Windstream will not require NT&T to use an intermediate interconnection arrangement such as a POT frame. Windstream may take reasonable steps to protect its own equipment as provided in Section 6.1.2. Accordingly, Windstream will not provide NT&T's personnel or agents with direct access to Windstream's main distribution frame.

e) Adjacent Space Collocation – Where Physical Collocation space within a Windstream Eligible Structure is Legitimately Exhausted, as that term is defined in Section 2 of this Attachment, Windstream will permit NT&T to physically collocate in adjacent controlled environmental vaults or similar structures that Windstream uses to house equipment, to the extent technically feasible. Windstream and NT&T will mutually agree on the location of the designated space on Windstream premises where the adjacent structure will be placed. Windstream will not withhold agreement as to the site desired by NT&T, subject only to reasonable safety and maintenance requirements. Windstream will offer the following increments of power to the adjacent structure: Windstream will provide a standard offering of 100 AMPS of AC power to the adjacent structure when Central Office Switchboard AC capacity exists. Windstream will provide DC power within two cable options that allow increments of 2-100 Amp Power Feeds, 2-200 Amp Power Feeds, 2-300 Amp Power Feeds, and 2-400 Amp Power Feeds to the adjacent structure from the Central Office Power source. At its option, NT&T may choose to provide its own AC and DC power to the adjacent structure. Windstream will provide physical collocation services to such adjacent structures, subject to the same requirements as other collocation arrangements in this Attachment.

In the event that interior space in an Eligible Structure becomes available, Windstream will provide the option to NT&T to relocate its equipment from an Adjacent Facility into the interior space. In the event NT&T chooses to relocate its equipment into the interior space, appropriate charges applicable for collocation within the Eligible Structure will apply.

f) Other Physical Collocation Arrangements – Windstream will provide other collocation arrangements that have been demonstrated to be technically feasible in accordance with 51.321 of the Code of Federal Regulations.

6.1.1.1 Space Determination

In determining what space to assign to a particular request,Windstream will assign the request to the space requiring the least amount of preparation work. As provided in Section 6.2.1 of this Attachment, Windstream shall notify NT&T in writing as to whether its request for collocation has been granted or denied within 10 days of submission of the completed application.

In the event that Windstream denies NT&T's collocation on the grounds that space is not available and NT&T disputes the denial, then NT&T may request a tour of the Eligible Structure to verify space availability. The request shall be submitted to Windstream's designated representative in writing. The inspection tour will be scheduled within three (3) business days of receipt of the request for a tour and shall be conducted no later than seven (7) days following the request for the inspection tour. At NT&T's request, the request for inspection tour for determination of space may be conducted concurrently with a tour involving space availability disputes, as provided in Section 6.2.1.1 of this Attachment, thereby modifying the time frame requirements in this paragraph.

Prior to the inspection tour, a Commission-approved "Reciprocal Non-Disclosure Agreement," shall be signed by the designated Windstream representative and the designated agent for NT&T, who will participate in the tour.

6.1.2 Security

a) NT&T will conduct background checks of its personnel and technicians who will have access to the collocation space. NT&T technicians will be security-qualified by NT&T and will be required to be knowledgeable of Windstream security standards. NT&T personnel and technicians will undergo the same level of security training or its equivalent that Windstream's own employees and authorized contractors must undergo. Windstream will not, however, require NT&T to receive security training from Windstream, but will provide information to NT&T on the specific type of training required. NT&T can then provide its employees with its own security training. Qualification program and security training details shall be included in Windstream technical publications.

b) NT&T will provide indemnification as set forth in Section 7 of the General Terms & Conditions and insurance as set forth in Section 5.8 of this Attachment to cover any damages caused by NT&T's technicians at a level commensurate with the indemnification and insurance provided by Windstream-authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to Windstream as well.

c) Windstream may use reasonable security measures to protect its equipment. In the event Windstream elects to erect an interior security partition in a given Eligible Structure to separate its equipment, Windstream may recover the costs of the partition in lieu of the costs of other reasonable security measures if the partition costs are lower than the costs of any other reasonable security measure for such Eligible Structure. In no event shall NT&T be required to pay for both an interior security partition to separate Windstream's equipment in an Eligible Structure and any other reasonable security measure for such Eligible Structure.

Windstream's construction of an interior security partition around its own equipment shall not interfere with NT&T's access to its equipment, including equipment collocated directly adjacent to Windstream's equipment. Windstream's construction of an interior security partition around its own equipment shall not impede NT&T's ability to collocate within Windstream's space. To the extent that Windstream chooses to install additional security measures within its interior security partition because NT&T has access to its own equipment within the area, such security measures shall be constructed and maintained at Windstream's expense.

Windstream's enclosure of its own equipment will not be a basis for a claim that space is Legitimately Exhausted.

Windstream's enclosure of its own equipment will not unreasonably increase NT&T's cost nor shall it result in duplicative security costs. The cost of an interior security partition around Windstream's equipment cannot include any embedded costs of any other security measures for the Eligible Structure. If Windstream chooses to enclose its own equipment, Windstream will be entitled to recover the cost of the cage ONLY to the extent that the price of such construction is lower than that of other reasonable security measures. Windstream has the burden to demonstrate that the cost of security measures alternative to its partitioning of its own equipment is higher than the cost of enclosing its own equipment. If Windstream cannot prove that other reasonable security methods cost more than an interior security partition around Windstream's equipment, Windstream cannot elect to erect an interior security partition in a given Eligible Structure to separate its equipment and then recover the cost from collocators.

If Windstream elects to erect an interior security partition and recover the cost, it must demonstrate to NT&T that other reasonable security methods cost more than an interior security partition around Windstream's equipment at the time the price quote is given. Any disputes can be brought before the Commission for resolution through its expedited dispute resolution process.

d) NT&T will have access to its collocated equipment twenty-four (24) hours a day, seven (7) days a week, without a security escort. Windstream will not delay NT&T's entry into an Eligible Structure or access to its collocated equipment. NT&T will provide Windstream with notice at the time of dispatch of NT&T's own employee or contractor to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned structure. Windstream will provide NT&T with reasonable access to restroom facilities and parking.

6.1.3 Interval

a) Windstream will provide physical collocation arrangements in eligible structures on a "first-come, first-served" basis. To apply for a dedicated space in a particular eligible structure, NT&T will provide a completed physical collocation application form and will pay an initial Planning Fee. If the form of collocation applied for is not available, Windstream will advise NT&T what forms are available and will allow NT&T to modify its application at no additional cost.

b) In responding to an application request, Windstream shall provide NT&T the quotation of the applicable nonrecurring and recurring Attachment rates, and the estimated construction interval no later than as specified in 6.1.3 E. following. NT&T has sixty-five (65) business days from receipt of the quotation to accept the quotation. Acceptance is made by NT&T paying 50% of the estimated nonrecurring charges to Windstream. The quotation expires after sixty-five (65) business days. After sixty-five (65) business days, a new application and Planning Fee are required.

c) Dedicated space is not reserved until the quotation is accepted. When the quotation is accepted, unless otherwise mutually agreed to by the Parties in

writing, Windstream will complete construction of all Collocation Space requests for caged collocation in 90 days from the receipt of NT&T's acceptance of the quotation.

d) Windstream will provide reduced intervals for NT&T with existing physical collocation space when it requests the following interconnection augments. NT&T must submit to Windstream a completed application for a Subsequent Job. For the reduced build-out interval to apply, this application must include an up-front payment of the nonrecurring Planning Fee from Section 20.1 of this Agreement and 50% of all applicable nonrecurring charges. In addition, the application must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for NT&T's point of termination. Applications received with the up-front payment and meeting the criteria below will not require a quote.

Augments consisting of interconnection cabling arrangements, AC and DC power, lighting, and interconnection conduit: 15 calendar days.

- 28 DS1s (cabling only; panels, relay racks and overhead racking exist)
- 3 DS3s (cabling only; panels, relay racks and overhead racking exist)
- 100 Copper (shielded or nonshielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)
- Duplex AC convenience outlets and/or
- Additional overhead lighting and/or
- Cage-to-cage interconnection conduit within the same collocation area
- Cable pull within same collocation area
- DC power requirements where only a fuse change is required

The above fifteen (15) calendar day interval will apply only when the collocator provides a complete application. The job must be an augment to an existing collocator cage or area and limited up to and not more than the above quantities.

Augments consisting of additional interconnect panels/blocks, cabling, DC power arrangements (racks are existing): 30 calendar days.

- 84 DS1s (one interconnect panel) and/or
- 48 DS3s (interconnect panel) and/or
- 200 copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Ground cable changes within the DC Power arrangement
- Arrange/install fiber cable up to 400 feet
- Arrange/install timing leads up to 400 feet
- Arrange and install fiber interconnections up to 12 fiber pairs up to 400 feet

The above thirty (30) calendar day interval will apply only when NT&T provides a complete application. The job must be an augment to an existing collocator cage/area and consisting only of ground cable changes, timing changes, cable pulls or Copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Augments consisting of additional interconnect panels/blocks, cabling, power cables, (racks are existing): 60 calendar days.

- 168 DS1s (one interconnect panel) and/or
- 48 DS3s (interconnection panel) and/or
- 400 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Power cables added to accommodate greater DC amperage requests within existing power panels.
- Windstream will perform a cage expansion of 300 square feet or less immediately adjacent to NT&T's existing cage within the collocation area as long as the collocation area does not have to be reconfigured and does not involve HVAC work
- Arrange/install bay lighting front and back up to three (3) bays
- Arrange and install fiber interconnection up to 12 fiber pairs up to 400 feet

The above sixty (60) calendar day interval will apply only when NT&T provides a complete application. The job must be an augment to an existing collocator cage or area and consisting only of cage expansions as detailed immediately above, power cable additions, bay lighting or copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements limited up to and not more than the above quantities.

Other augments such as power requests that exceed current capacity ratings, additional bay spaces, Windstream bays, Windstream cable racks and/or cage expansions within Active Central Office space different than described above will require NT&T to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application. The construction interval for these other augments will not exceed 90 days. Windstream will work cooperatively with NT&T to negotiate mutually agreeable construction intervals for other augments not specifically provided for above.

The parties may negotiate intervals for additional standard augments that, after appropriate procedural activities, will be incorporated into the Attachment. In the event the parties are unable to agree on a standard interval, after appropriate notice and comment, the Commission decision on the interval shall be incorporated into the Attachment.

e) Price quote intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space:

Number of Applications by NT&T	Quotation Interval
1 – 5	10 Business Days
6 – 20	25 Business Days

Should NT&T submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

NT&T obtain a shorter interval for the return of price quotes than that set forth above by scheduling a meeting with Windstream at least twenty (20) business

days prior to submission of the first application to discuss, coordinate and prioritize the collocation applications.

NT&T may obtain a shorter interval for the return of price quotes for cageless collocation arrangements when submitting 6 or more applications if NT&T files complete applications, including identification of specific rate elements and the applicable rates contained in the Attachment, the exact quantity of the rate elements, and an up-front payment of the nonrecurring Planning Fee from Section 21 of this Attachment and schedules a meeting with Windstream at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocation applications. In addition, the applications must include an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for NT&T's point of termination. The shortened intervals are:

Number of Applications by NT&T	Quotation Interval
6 – 20	20 Business Days

Should NT&T submit twenty-one (21) or more applications within five (5) business days, the quotation interval will be increased by five (5) business days for every five (5) additional applications or fraction thereof. Any material revision to an application will be treated as a new application and will be subject to the time intervals set forth above.

6.1.4 Revisions

All revisions to an initial request for a physical collocation arrangement submitted by NT&T must be in writing via a new application form. A new interval for the physical collocation arrangement will be established which shall not exceed two months, if the revision is major. A major revision will include: adding telecommunications equipment that requires additional electrical power; changes in the configuration of the cage; an increase of 10% or more of the square footage of the cage area requested; adding design and engineering requirements above those which Windstream normally deploys and practices (i.e., redundancy of certain mechanical and electrical systems); and accelerating the project schedule. However, minor revisions will not require that a new interval be established. Examples of minor revisions include: adding bays of equipment that do not significantly impact the existing/proposed electrical systems; adding light fixtures and outlets which do not exceed the capacity of the existing/proposed electrical system; changes in the configuration of the cage which do not significantly impact the overall design of the space; and adjustments to the heat release projection which do not cause a change in the proposed/existing mechanical system. NT&T will be required to pay any applicable Planning Fees as found in Section 20.1, if the revision is major. No additional Planning Fees shall be applicable if the revision is minor. All engineering design work that is determined not to be major is deemed to be minor.

6.2 Space Availability Determination and Resolution

6.2.1 There shall be a rebuttable presumption that space is available for physical collocation in an Eligible Structure.

Windstream shall notify NT&T in writing as to whether its request for collocation space has been granted or denied due to lack of space within 10 days of submission of the completed application. The notification will also include a possible future space relief

date, if applicable. At that time, any charges collected with the application will be returned to NT&T.

Windstream will, at the same time, file a copy of the letter at the Central Records of the Nebraska Public Service Commission. In the event of a denial of a NT&T request for collocation, Windstream shall also concurrently submit the following information both to NT&T and to the Commission in support of its denial provided under seal and subject to proprietary protections:

1. Central Office Common Language Identifier, where applicable;
2. The identity of the requesting Collocator (NT&T), including amount of space sought by NT&T;
3. Total amount of space at the premises;
4. Detailed Floor plans, accompanied with proper legend and scale to assist in the interpretation of the floor plan and sufficient measurements to interpret size and spacing, including measurements of Windstream's premises, showing:

    a. Space housing Windstream network equipment, non-regulated services space and administrative offices;
    b. Space housing obsolete unused equipment;
    c. Space occupied by Windstream affiliates;
    d. Space which does not currently house Windstream equipment or administrative offices but is reserved by Windstream for future use by Windstream or its affiliates;
    e. Space occupied by and/or reserved for Collocators for the purpose of network interconnection or access to unbundled network elements (including identification of each Collocator);
    f. Space, if any, occupied by third parties for other purposes, including identification of the uses of such space;
    g. Identification of turnaround space for switch or other equipment; removal plans and timelines, if any;
    h. Planned Central Office rearrangement/expansion plans, if any; and
    i. Remaining space, if any, and

5. Description of other plans, if any, that may relieve space exhaustion including plans showing any adjacent space not technically considered as part of Eligible Structure. Other relevant information requested by the Third Party Reviewer.

6.2.1.1 In the event that Windstream denies a collocation request and NT&Tdisputes the denial, NT&T may request a tour of the Eligible Structure to verify space availability or lack thereof. The request shall be submitted to Windstream's designated representative in writing. The inspection tour shall be scheduled within 5 business days of receipt of the request for a tour.

Prior to the inspection tour, a Commission-approved "Reciprocal Non-disclosure Agreement" shall be signed by the designated Windstream representative and the designated agent for NT&T who will participate in the tour.

Windstream will provide all relevant documentation to the NT&T agent including blueprints and plans for future facility expansions or enhancements subject to executing a nondisclosure agreement. A Windstream representative will accompany and supervise the NT&T agent on the inspection tour. The inspection tour shall be conducted no later than 10 days following the filing of the request for the tour. If the NT&T agent believes, based on the inspection tour of the Eligible Structure, that the denial of collocation space is

unsupportable, the NT&T agent shall promptly so advise Windstream. NT&T and Windstream shall then each concurrently prepare a report detailing its own findings of the inspection tour. The NT&T and Windstream reports shall be concurrently served on each other and submitted to the Commission Central Records and to a Third Party Engineer.

The burden of proof shall be on Windstream to justify the basis for any denial of collocation requests. When NT&T contests Windstream's position concerning the denial of a collocation request, it shall pay 50% of the fee associated with the Third Party Engineer review and Windstream shall pay the remaining 50%. A Third Party Engineer shall be assigned on a rotating basis from a list maintained by a neutral third party. The neutral third party shall be selected and the process for Third Party Engineer selection shall be designed by the Commission with input from Windstream and NT&T. However, until the neutral third party process is in place, the list shall be maintained and the Third Party Engineer shall be assigned by the Commission. NT&T does not have to obtain agreement from Windstream on the selection of the Third Party Engineer from the list maintained by a neutral third party or the Commission. The Third Party Engineer shall review not only the reports by Windstream and NT&T, but shall also undertake an independent evaluation to determine whether collocation space is available in the Eligible Structure. The scoped work will request that the Third Party Engineer provide an independent evaluation of the use and reservation of Collocator space as well as Windstream space. The Third Party Engineer shall examine the factors listed in Section 6.2.1 above, as well as any other factors that are specified elsewhere in this Agreement (e.g., Section 2 definition of ("Legitimately Exhausted") and any other information the Third Party Engineer deems to be relevant to his determination. The Third Party Engineer shall also conduct its review under the presumption that the burden of proof shall be on Windstream to justify the basis for any denial of collocation requests. After determination by the Third Party Engineer and, if appealed, determination by the Commission, the losing party shall reimburse all costs associated with the Third Party Engineer process.

In the event a third party engineer or the Nebraska Public Service Commission determines that space is not available, Windstream will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.

6.2.2 At Windstream's option in central offices and at Windstream's option in other Eligible Structures where physical (including cageless) collocation space is available or at NT&T's option in CEVs, huts and cabinets where physical collocation space is not available, Windstream will provide one or more of the alternate types of virtual collocation consistent with the terms of this Agreement for interconnection to Windstream under 47 U.S.C. 251 (c) (2) or access to Windstream's unbundled network elements under 47 U.S.C. 251 (c) (3) of the FTA 96.

6.2.3 Windstream will make every attempt to provide NT&T with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.

6.2.4 Windstream will submit to NT&T a report indicating Windstream's available collocation space in a particular Windstream Eligible Structure upon request. This report will specify the amount of collocation space available at each requested Eligible Structure, the number of collocators, and any modifications in the use of the space since the last report. The report will also include measures that Windstream is taking to make additional space available for collocation. The intervals for delivering the reports are as follows:

Number of Report Requests By NT&T	Report Delivery Interval
1 – 5	10 Business Days
6 – 20	25 Business Days

Should NT&T submit twenty-one (21) or more report requests within five (5) business days, the report delivery interval will be increased by five (5) business days for every five (5) additional report requests or fraction thereof.

Windstream will maintain a publicly available document, posted for viewing on its website indicating all premises that are full, and will update such a document within ten days of the date at which a premises runs out of physical collocation space. In addition, for central offices where collocators are currently located or applications for collocation are pending, if space availability information is readily available to Windstream, such information will be placed on the website. Windstream will update the public document on the first day of each month to include all newly available information. To the extent Windstream has the information readily available, the public document should specify the amount of collocation space available at each Eligible Structure, the number of collocators, any modifications in the use of the space since the last update, and should also include measures that Windstream is taking to make additional space available for collocation.

6.2.5 Windstream will apply the same space reservation policies to NT&T as it applies to itself. In order to increase the amount of space available for collocation, Windstream will remove obsolete unused equipment from its Eligible Structures that have no space available for Physical Collocation upon reasonable request by NT&T or upon Order of the Commission. In those offices where Windstream does not have adequate space to meet forecasted collocation demand, Windstream agrees to remove obsolete unused equipment located in that office necessary to meet forecasted demand upon a reasonable request from NT&T or Order from the Commission. Windstream shall reserve space for switching, MDF and DCS to accommodate access line growth as outlined in Section 2.0 under the definition of the term "Legitimately Exhausted Space".

6.3 Relocation

When Windstream determines because of zoning changes, condemnation, or government order or regulation that it is necessary for the dedicated space to be moved within an eligible structure to another eligible structure, from an adjacent space collocation structure to a different adjacent space collocation structure, or from an adjacent space collocation structure to an Eligible Structure, NT&T is required to move its dedicated space or adjacent space collocation structure. Windstream will notify NT&T in writing within five days of the determination to move the location. If the relocation occurs for reasons other than an emergency, Windstream will provide NT&T with at least 180 days advance written notice prior to the relocation. If NT&T is required to relocate under this Section, NT&T will not be required to pay any Planning Fees associated with arranging for new space. NT&T shall be responsible for the preparation of the new Telecommunications Equipment Space and Dedicated Space at the new location or an adjacent space collocation structure if such relocation arises from circumstances beyond the reasonable control of Windstream, including zoning changes, condemnation or government order or regulation that makes the continued occupancy or use of the Dedicated Space or the Eligible Structure in which the Dedicated Space is located or the adjacent space collocation structure for the purpose then used, uneconomical in Windstream's reasonable discretion. In addition, NT&T's presence in Windstream central offices or adjacent space collocation structures should not prevent Windstream from making a reasonable business decision regarding building expansions or additions the number of central offices required to conduct its business or their locations. If Windstream determines that NT&T must relocate due

to any of the above reasons, Windstream will make all reasonable efforts to minimize disruption of NT&T's services. In addition, the costs of the move will be shared equally by Windstream and NT&T, unless the parties agree to a different financial arrangement.

If NT&T requests that the Dedicated Space be moved within the Eligible Structure in which the Dedicated Space is located, to another Eligible Structure, from an adjacent space collocation structure to a different adjacent space collocation structure or to an Eligible Structure, Windstream shall permit NT&T to relocate the Dedicated Space or adjacent space collocation structure, subject to availability of space and technical feasibility. NT&T shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Telecommunications Equipment Space, and Dedicated Space, or adjacent space collocation structure as applicable. In any such event, the new Dedicated Space shall be deemed the Dedicated Space and the new Eligible Structure (where applicable) shall be deemed the Eligible Structure in which the Dedicated Space is located and the new adjacent space collocation structure shall be deemed the adjacent space collocation structure.

6.4 Occupancy

Unless there are unusual circumstances, Windstream will notify NT&T that the Dedicated Space is ready for occupancy within five (5) business days after Windstream completes preparation of the Dedicated Space. Operational telecommunications equipment must be placed in the Dedicated Space and interconnect to Windstream's network or obtain access to Windstream unbundled network elements within one hundred eighty (180) days after receipt of such notice. In the event that Windstream has refused to interconnect with NT&T, the 180 day deadline shall be extended until Windstream allows NT&T to interconnect. Windstream, however, may extend beyond the one hundred eighty (180) days provided NT&T demonstrates a best effort to meet that deadline and shows that circumstances beyond its reasonable control prevented NT&T from meeting that deadline. In any event, NT&T shall be liable in an amount equal to the unpaid balance of the applicable charges.

For purposes of this Section, NT&T's telecommunications equipment is considered to be operational and interconnected when connected to either Windstream's network or interconnected to another collocator's equipment that resides within the same structure, provided NT&T's equipment is used for interconnection with Windstream's network or obtain access to Windstream's unbundled network elements, for the purpose of providing this service.

If NT&T causes Windstream to prepare the Dedicated Space and then NT&T does not use the Dedicated Space (or all the Dedicated Space), NT&T will pay Windstream the monthly recurring and other applicable charges as if NT&T were using the Dedicated Space.

6.5 Cancellation Prior to Due Date

In the event that NT&T cancels its order after Windstream has begun preparation of the Telecommunications Infrastructure Space and Dedicated Space, but before Windstream has been paid the entire amounts due under this Agreement, then in addition to other remedies that Windstream might have, NT&T shall be liable in the amount equal to the nonrecoverable costs less estimated net salvage, the total of which is not to exceed the Preparation Charges. Nonrecoverable costs include the nonrecoverable cost of equipment and material ordered, provided or used; the nonrecoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. Windstream shall provide NT&T with a detailed invoice showing the costs it incurred associated with preparation.

6.7 Credits for Interruptions

An interruption period begins when an inoperative condition of a physical collocation arrangement is reported to Windstream's designated contact point and ends when the physical collocation arrangement is operative and reported to NT&T's designated contact. No allowance for an interruption period will be provided for physical collocation where the interruption is due to the actions or negligence of NT&T. A credit allowance will be made to NT&T where the interruption is due to the actions or negligence of Windstream.

When a credit allowance does apply, such credit will be determined based on the monthly recurring rates applicable to the specific item(s) causing the interruption; however, the credit allowance for an interruption or for a series of interruptions shall not exceed the applicable monthly recurring rate for the item(s) involved.

For calculating credit allowances, every month is considered to have thirty (30) days. No credit shall be allowed for an interruption of less than thirty (30) minutes. NT&T shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly recurring rate.

When a third party vendor maintains and repairs NT&T's designated termination equipment, a credit allowance will not apply to any interruption of the items maintained and repaired by the third party vendor.

7.0 Shared Collocation

7.1 A shared collocation cage is a caged collocation space shared by two (2) or more Collocators pursuant to the terms and conditions agreed to and between the Collocators. In making shared cage arrangements available, Windstream may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a cage of similar dimensions and material to a single collocating party. In those instances where Windstream receives applications simultaneously from multiple collocators who desire construction of a cage to be shared, Windstream will prorate the charge for site conditioning and preparation undertaken to construct the shared collocation cage or condition the space, and allocate that charge to each collocator based upon the percentage of total space utilized by each Collocator.

7.1.1 The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by Windstream within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment. Caged Common Collocation space will be provided where space permits when five (5) or more Collocators have provided Windstream with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, Windstream will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, Windstream will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor as approved by the Commission. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion. Billing for Caged Common Collocation is addressed in Section 6.6.10.

7.3 NT&T shall not assign or otherwise transfer, either in whole or in part, or permit the use of any part of the Dedicated Space by any other person or entity, without the prior written consent of Windstream, which consent shall not be unreasonably withheld. Any purported assignment or transfer made without such consent shall be voidable at the sole discretion of Windstream.

8.0 Fiber Optic Cable and Demarcation Point

8.1 Fiber Optic Cable Entrances

8,1,1 NT&T shall use a dielectric fire retardant fiber cable as the transmission medium to the Dedicated Space or, where technically and structurally feasible, may use microwave. Collocation requests utilizing facilities other than fiber will be provided as an ICB. Windstream will only permit copper or coaxial cable as the transmission medium where NT&T can demonstrate to Windstream that use of such cable will not impair Windstream's ability to service its own customers or subsequent collocators.

8.1.2 Windstream shall provide a minimum of two separate points of entry into the Eligible Structure in which the Dedicated Space is located wherever there are at least two entry points for Windstream cable. Windstream will also provide nondiscriminatory access to any entry point into Eligible Structures in excess of two points in those locations where Windstream also has access to more than two such entry points. Where such dual points of entry are not immediately available, Windstream shall perform work as is necessary to make available such separate points of entry for NT&T at the same time that it makes such separate points of entry available for itself. In each instance where Windstream performs such work in order to accommodate its own needs and those specified by NT&T in NT&T's written request, NT&T and Windstream shall share the costs incurred by prorating those costs using the number of cables to be placed in the entry point by both Windstream and NT&T (and any other collocators) in the first twelve (12) months.

8.1.3 NT&T is responsible for bringing its facilities to the entrance manhole(s) designated by Windstream, and leaving sufficient length in the cable in order for Windstream to fully extend the NT&T-provided facilities through the cable vault to the Dedicated Space.

8.2 Demarcation Point

A Point of Termination (POT) Frame is not required as the demarcation point. However, NT&T may, at its election, provide its own Point of Termination (POT) frame either in its dedicated cage space or in the Windstream-designated area within the Eligible Structure. If NT&T elects not to provide a POT frame, Windstream will hand off the Interconnection Arrangement(s) cables to NT&T at its equipment.

9.0 Use of Dedicated Space

9.1 Nature of Use

NT&T may locate all equipment used and useful for interconnection to Windstream under 47.U.S.C. 251 (C) (2) and accessing Windstream's unbundled network elements under 47.U.S.C. 251 (C) (3) of the FTA 96, regardless of whether such equipment includes a switching functionality, provides enhanced services capabilities, or offers other functionalities. Windstream will permit the collocation of equipment such as DSLAMs, routers, ATM multiplexers, and remote switching modules in Windstream Eligible Structures. Windstream may not place any limitations on the ability of NT&T to use all the features, functions, and capabilities of collocated equipment, including but not limited to, switching and routing features and functions. NT&T will certify in writing to Windstream that the equipment is used and useful for interconnection or access to unbundled network elements. In the event that Windstream believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements,

Windstream shall notify NT&T and provide NT&T with ten (10) days to respond. In the event that the parties do not resolve the dispute, Windstream may file a complaint at the Commission seeking a formal determination that the equipment cannot be collocated in a Windstream Eligible Structure. While the dispute is pending, Windstream will not prevent or otherwise delay installation of the disputed equipment in the Collocation space.

When NT&T's physical collocation arrangement is within the Eligible Structure, NT&T may not provide its own DC power plant equipment (with rectifiers or chargers and batteries) or AC power backup equipment (e.g., Uninterruptable Power System with batteries, or standby engine). Windstream will provide the necessary backup power to ensure against power outages.

Consistent with the environment of the Dedicated Space, NT&T shall not use the Dedicated Space for office, retail, or sales purposes. No signage or marking of any kind by NT&T shall be permitted on the Eligible Structure in which the Dedicated Space is located or on the Windstream grounds surrounding the Eligible Structure in which the Dedicated Space is located. NT&T may place signage and markings on the inside of its dedicated space.

9.2 Equipment List

A list of all the equipment and facilities that NT&T will place within its Dedicated Space must be included on the application for which the Dedicated Space is prepared including the associated power requirements, floor loading, and heat release of each piece. NT&T's equipment and facilities shall be compliant with the standards set out in Section 10.1 Minimum Standards, following. NT&T warrants and represents that the List is complete and accurate, and acknowledges that any incompleteness or inaccuracy would be a violation of the rules and regulations governing this Agreement. NT&T shall not place or leave any equipment or facilities within the Dedicated Space not included on the List without the express written consent of Windstream, which consent shall not be unreasonably withheld.

9.2.1 Subsequent Requests to Place Equipment

NT&T shall furnish Windstream a written list in the form of an attachment to the original equipment list for the subsequent placement of equipment in its Dedicated Space.

9.2.2 Limitations

Windstream's obligation to purchase additional plant or equipment, relinquish occupied space or facilities, or to undertake the construction of new building quarters or to construct building additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment of facilities by NT&T, is limited only to the extent that Windstream would undertake such additions, modifications or construction on its own behalf, on behalf of any subsidiary or affiliate, or any other party to which it provides interconnection. Windstream will ensure that NT&T is provided collocation space at least equal in quality to that provided to Windstream, its affiliates or other parties to which it provides interconnection.

9.3 Dedicated Space Use and Access

9.3.1 NT&T may use the Dedicated Space for placement of telecommunications equipment and facilities used or useful for interconnection to Windstream or for accessing Windstream's unbundled network elements. NT&T's employees, agents and contractors shall be permitted access to their collocated equipment 7 days a week, 24 hours a day without a security escort. NT&T shall provide Windstream with notice at the time of dispatch of its own employee or contractor, to an Eligible Structure and, if possible, no less than thirty (30) minutes notice for a manned structure and sixty (60) minutes notice for an unmanned

structure. Windstream will not delay NT&T employee's entry into an Eligible Structure containing its collocated equipment or its access to its collocated equipment. Windstream will provide NT&T with reasonable access to restroom facilities and parking. All access is provided subject to compliance by the NT&T's employees, agents and contractors with Windstream's policies and practices pertaining to fire, safety and security (i.e., NT&T must comply with Section 6.1.2 B. of this Agreement).

9.3.2 NT&T agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, NT&T shall surrender the Dedicated Space or land for an adjacent structure to Windstream, in the same condition as when first occupied by NT&T, except for ordinary wear and tear.

9.3.3 Windstream will not accept delivery of nor responsibility for any correspondence and/or equipment delivered to NT&T at the Eligible Structure. However, through agreement between Windstream and NT&T, NT&T may make arrangements for receipt and/or securing of its equipment at the Eligible Structure by NT&T's or Windstream's personnel.

9.4 Threat to Personnel, Network or Facilities

Regarding safety, NT&T equipment or operating practices representing a significant demonstrable technical or physical threat to Windstream's personnel, network or facilities, including the Eligible Structure, or those of others are strictly prohibited.

9.5 Interference or Impairment

Regarding safety and notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Dedicated Space shall not create hazards for or cause damage to those facilities, the Dedicated Space, or the Eligible Structure in which the Dedicated Space is located; impair the privacy of any communications carried in, from, or through the Eligible Structure in which the Dedicated Space is located; or create hazards or cause physical harm to any individual or the public. Any of the foregoing would be in violation of this Agreement.

9.6 Interconnection to Others

Within a contiguous area within the eligible structure, Windstream will permit NT&T to use Windstream-approved contractors to construct its cross-connect facilities to other physical collocators using copper or optical facilities between collocated equipment located within the same Eligible Structure, subject only to the same reasonable safety requirements that Windstream imposes on its own equipment. Windstream shall not require NT&T to purchase any equipment or cross-connect capabilities solely from Windstream itself. If requested by NT&T, Windstream will provide only the installation of physical structure(s) and the associated labor necessary for NT&T to pull its facilities from its equipment space to the equipment space of another Collocator. However, if NT&T cannot physically pull the cable themselves (i.e., located on different floors), Windstream will perform the necessary construction on a standard Custom Work Order basis and perform the cable pull. Windstream (1) will not make any physical connection within the NT&T's dedicated space; (2) will not have any liability for the cable or the connections, or the traffic carried thereon; and (3) will not maintain any records concerning these connections.

9.6.1 If a NT&T and a virtual Collocator both have purchased dedicated appearances not then in use on a DSX-1 panel, DSX-3 panel, or FDF located within contiguous areas within the eligible structure, then Windstream will permit the interconnection of physically and virtually collocated equipment by connection of copper or optical facilities to the Collocators' dedicated appearances on the DSX-1 panel, DSX-3 panel, or FDF, subject only to the same reasonable safety requirements that Windstream imposes on its own

equipment. The connections shall be made within ten (10) days of a joint request by the Collocators. At Windstream's option, the connection may be made either by Windstream or by the Collocators' installers, who shall be on Windstream's list of approved installation vendors.

9.7 Personal Property and Its Removal

In accordance with and subject to the conditions of this Agreement, NT&T may place or install in or on the Dedicated Space such personal property or fixtures (Property) as it shall deem desirable for the conduct of business subject to Section 9.1 of this Attachment. Property placed by NT&T in the Dedicated Space shall not become a part of the Dedicated Space even if nailed, screwed or otherwise fastened to the Dedicated Space. Such Property must meet Windstream standards for flame and smoke ratings, e.g., no combustibles. Such Property shall retain its status as personality and may be removed by NT&T at any time. Any damage caused to the Dedicated Space or land occupied by an adjacent structure by the removal of such Property shall be promptly repaired by NT&T at its expense pursuant to Section 9.8 following.

9.8 Alterations

In no case shall NT&T or any person acting through or on behalf of NT&T make any rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure in which the Dedicated Space is located without the advance written permission and direction of Windstream. Windstream shall consider a modification, improvement, addition, repair or other alteration requested by NT&T, provided that Windstream has the right to reject or modify any such request except as required by state or federal regulators. The cost of any Windstream provided construction shall be paid by NT&T in accordance with Windstream's custom work order process.

10.0 Standards

10.1 Minimum Standards

Windstream requires that all equipment to be collocated in Windstream's Eligible Structures meet Level 1 safety requirements as set forth in Bellcore Network Equipment and Building Specifications (NEBS) but Windstream may not impose safety requirements on NT&T that are more stringent than the safety requirements it imposes on its own equipment. Windstream may not deny collocation of NT&T's equipment because the equipment fails to meet NEBS reliability standards. Windstream will publish, at least quarterly, a list of all network equipment installed within the network areas of its facilities with the previous twelve (12) months that fails to meet the Level 1 safety requirements of Bellcore NEBS and update the list as needed to keep it current. In the event that Windstream believes that the collocated equipment will not be or is not being used for interconnection or access to unbundled network elements or determines that NT&T's equipment does not meet NEBS Level 1 safety requirements, NT&T will be given ten (10) business days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, Windstream or NT&T may file a complaint at the Commission seeking a formal resolution of the dispute.

10.2 Compliance Certification

NT&T also warrants and represents that any equipment or facilities that may be placed in the Dedicated Space pursuant to Section 9.2 Equipment List; Section 9.2.1 Subsequent Requests to Place Equipment; or otherwise, shall be compliant with Bellcore NEBS Level 1 safety requirements, except to the extent that Windstream has deployed the same noncompliant network

equipment in the network area(s) of its central offices. NT&T may place Digital Loop Carrier Equipment, and/or, Digital Subscriber Line Carrier Equipment of its choosing in its space.

11.0 Re-Entry

If NT&T shall default in performance of any provision herein, and the default shall continue for sixty (60) calendar days after receipt of written notice, or if NT&T is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, Windstream may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel NT&T and any claiming under NT&T, remove NT&T's property, forcibly if necessary, and services provided pursuant to this Agreement will be terminated without prejudice to any other remedies Windstream might have.

Windstream may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service for NT&T at any time after sending the notice required by the preceding paragraph.

In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and 30 days have passed since the date of the request for resolution under this paragraph, parties may seek more formal dispute resolution procedures as described herein, where applicable.

12.0 Indemnification of Windstream

Except as otherwise provided and to the extent not contradicted herein, the indemnity provisions of the General Terms and Conditions of this Agreement between Windstream and NT&T shall apply. However, in no event will the provisions in this section supersede or override the indemnification provisions contained in the interconnection agreement between Windstream and NT&T. Additionally, in the event of a conflict between indemnification provisions in the General Terms and Conditions of the Interconnection Agreement and this section, the provisions in the General Terms and Conditions of the Interconnection Agreement will control.

NT&T shall indemnify and hold harmless Windstream the agents, employees, officers, directors and shareholders of any of them ("Indemnities"), from and against any and all liabilities, obligations, claims, causes of action, fines, penalties, losses, costs, expenses (including court costs and reasonable attorneys' fees), damages, injuries, of any kind, (individually and collectively "Liabilities"), including but not limited to, Liabilities as a result of (a) injury to or death of any person; (b) damage to or loss or destruction of any property; or (c) Liabilities related in any manner to employee benefits, workers compensation, payroll tax, and other employer obligations which may be asserted against Windstream where such liabilities arise in connection with NT&T's use of persons that it classifies as an independent contractor or subcontractor to perform obligations under this Agreement; (d) attachments, liens or claims of material persons or laborers arising out of or resulting from or in connection with this Agreement or the performance of or failure to perform and directly or indirectly caused, in whole or part, by acts of omissions, negligent or otherwise, of NT&T or a contractor or a representative of NT&T or an employee of any one of them, except to the extent

such Liabilities arise from the negligence or willful or intentional misconduct of Windstream or its employees. The provisions in this section are reciprocal and applicable also to Windstream.

Windstream shall, make best efforts to promptly notify NT&T of any suit or other legal proceeding asserting a claim for Liabilities. Upon request, NT&T shall, at no cost or expense to any Indemnitee, defend any such suit or legal proceeding asserting a claim for Liabilities, and NT&T shall pay any costs and attorneys' fees that may be incurred by any Indemnitee in connection with any such claim, proceeding or suit. NT&T shall also (a) keep Windstream and any other Indemnitee subject to any such claim fully informed as to the progress of such defense, and (b) afford Windstream and such Indemnitee, each at its own expense, an opportunity to participate on an equal basis with NT&T in the defense or settlement of any such claim.

13.0 Services and Maintenance

13.1 Operating Services

Windstream shall maintain for the Eligible Structure customary building services, utilities (excluding telephone facilities), including janitorial and elevator services, 24 hours a day, 7 days a week. Any business telephone services ordered by NT&T for its administrative use within its Dedicated Space will be provided in accordance with applicable Windstream tariffs.

13.2 Maintenance

Windstream shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by NT&T to access the Dedicated Space.

13.3 Equipment Staging and Storage

No storage or staging area will be provided outside of the licensed space. Collocation areas may not be used for office administrative space (i.e. filing cabinet, desk, etc.). Fire standards and regulations prohibit the storage of flammable material, e.g. cardboard boxes, paper, packing material, etc. Safety standards prohibit the storage of chemicals of any kind.

13.4 Legal Requirements

Except for Section 15.3, Windstream agrees to make, at its expense, all changes and additions to the Dedicated Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Dedicated Space.

14.0 Windstream's Right of Access

Windstream, its agents, employees, and other Windstream-authorized persons shall have the right to enter collocated space at any reasonable time on three days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by Windstream hereunder, and for any other purpose deemed reasonable by Windstream. Windstream may access the collocated space for purpose of averting any threat of harm imposed by NT&T or its equipment or facilities upon the operation of Windstream equipment, facilities and/or personnel located outside of the collocated space; in such case, Windstream will notify NT&T by telephone of that entry and will leave written notice of entry in the collocated space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

15.0 General

15.1 The rates and charges in this Agreement are applicable only for physical collocation arrangements in Eligible Structures as defined in Section 1, Paragraph 2 of this Agreement. Windstream allocates the charges for space preparation and security charges on a prorated basis so the first collocator in a premises will not be responsible for the entire cost of site preparation. However, ancillary charges for unique NT&T requests for collocation options directly attributable to the NT&T will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.

15.2 Parking at Eligible Structures will be provided on a first-come, first-served basis if there is no commercial parking or curbside parking available within a reasonable radius of the eligible structure. Windstream will rent parking spaces to NT&T on a first-come, first-served basis if such space is available. NT&T may not park in spaces that are reserved for Windstream vehicles and which are designated as reserved. Windstream shall not unreasonably reserve for its own use all parking at the Eligible Structure. NT&T shall be allowed to have reasonable use of and access to loading docks. NT&T and Widnstream are required to follow all posted traffic and Widnstream signs and follow all applicable parking and traffic laws and ordinances.

15.3 The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB.

15.3.1 If Windstream is required to upgrade an Eligible Structure, or portion of the structure to comply with the Americans with Disability Act (ADA) which arises as a direct result of NT&T's collocation arrangement, Windstream will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Collocator located within the Structure, based on the total space utilized by each Collocator.

15.3.2 Should Windstream benefit in any way whatsoever from the ADA upgrades, it shall absorb half of the cost when there is one benefiting collocator, one-third when there are two, and so on.

15.3.3 Should Windstream be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a collocator was collocated in the CO), Windstream shall absorb all of the costs related to such an upgrade.

15.4 The rates and charges set forth herein are for physical collocation arrangements, while charges for interconnection and access to unbundled network elements are as set forth in the relevant portions of this Interconnection Agreement and any applicable Windstream tariffs.

16.0 Preparation Charges

16.1 Preparation charges apply for preparing the Dedicated Space for use by NT&T as outlined in this section. These rates and charges are found in Section 21 Rates and Charges, following.

16.2 Windstream will contract for and perform the construction and other activities underlying the preparation of the Telecommunications Infrastructure Area and Dedicated Space, and any Custom Work Charges (as defined in Section 17.2.2 following), using the same or consistent practices that are used by Windstream for other construction and preparation work performed in the Eligible Structure in which the Dedicated Space is located. Windstream will permit NT&T to review the contractor invoices. To insure efficient use of space, Windstream will provide a physical collocation area supporting as many square foot units of collocation space as is reasonably available in each specific Eligible Structure where space is available. Windstream will not require NT&T to use separate rooms or floors which only serves to increase the cost of collocation and decrease the amount of available collocation space. Windstream will not utilize unreasonable segregation requirements to impose unnecessary additional cost on NT&T.

16.3 NT&Twill be permitted to contract its own work for the preparation activities within NT&T's cage including the construction of physical security arrangements. However, any such contractor shall be subject to the approval of Windstream, such Dedicated Space preparation activities shall be in accordance with all approved plans and specifications and coordinated with Windstream, and NT&T shall be solely responsible for all charges of any such contractor. Use of any such contractor shall not nullify the construction interval set forth in Section 6.1.3 Interval, preceding with respect to the preparation of the Telecommunications Infrastructure Area and Custom Work.

16.4 NT&T may elect to install, using a Windstream-approved vendor, its own Point of Termination (POT) Frame, or request that Windstream provide and install a POT Frame, to be placed in NT&T's cage or in the collocation area. When NT&T elects to install its own POT frame/cabinet, Windstream must still provide and install the required DC power panel as set forth in 19.7, DC Power Panel, following. In this case, the construction interval set forth in Section 6.1.3 Interval, may be exceeded.

17.0 Charges

17.1 Monthly Charges

The flat-rate monthly recurring charges shall begin the earlier of when the first circuit is turned up or 5 days after NT&T has been notified that the preparation of the Dedicated Space is complete, and shall apply each month or fraction thereof that physical collocation is provided. The applicable recurring charges are set forth in Paragraph 21 Rates and Charges, following, for use of the Dedicated Space.

17.2 Nonrecurring Charges

17.2.1 Nonrecurring charges are one-time charges that apply for specific work activity associated with providing physical collocation, per request, per Eligible Structure.

17.2.2 With respect to any preparation of the Dedicated Space, NT&T shall pay Windstream fifty percent (50%) of the estimated nonrecurring Preparation Charges as specified for in Section 16, Preparation Charges, preceding the commencement of work and fifty percent (50%) of any Custom Work Charges at the time that 50% of the work is completed.

The remaining portion of any Custom Work Charge is due upon completion. The remaining portion of the Preparation Charge shall be paid by NT&T either (1) when the Dedicated Space is complete and prior to occupancy, or (2) in six (6) equal monthly installments, with a "carrying charge" based on the average prime commercial paper rate then in effect and applicable to under/overcharges as set forth in SUBST. R. 23.45(g). In the event NT&T vacates the Dedicated Space during the six (6) month period, all outstanding nonrecurring charges will become due immediately and payable by NT&T.

17.3 Individual Case Basis (ICB)

Windstream may seek to impose Individual Case Basis (ICB) charges for requirements based on requests from NT&T that are beyond the terms, conditions, and rates established in this Agreement. ICB charges may only be imposed subject to the requirements defined in Section 2 (Definition of Custom Work Charges) and to the process established in Section 19.1 of this Agreement.

17.4 Outstanding Balances

All outstanding balances, including monthly recurring charges and electrical power consumption, will be included in the final bill to NT&T.

18.0 Regeneration

18.1 Regeneration is required for collocation in an Adjacent Structure if the cabling distance between NT&T's POT bay or termination point located in an adjacent structure and Windstream's cross-connect bay exceeds ANSI limitations. Regeneration is not required in any other circumstances except where NT&T specifically requests regeneration. Required regeneration and NT&T-requested regeneration will be provided at NT&T's expense.

19.0 Rate Elements

19.1 Determination of Charges Not Established in Agreement (Custom Work Charges)

A. Rate Elements - In the event that Windstream seeks to impose a rate element or charge to NT&T that is not specifically provided for in this Agreement, Windstream shall be required to provide the quote for the rate element within the same time frames provided for in Section 6.1.3 of this Agreement. When Windstream provides the price quote containing rate elements or charges that are not established in this Agreement, Windstream shall also provide all cost support for the proposed rate element or charge, and shall rely on the total long-run incremental cost methodology as used by the Commission in setting rates for this Agreement.

B. In the event NT&T disputes the rate element or charge proposed by Windstream that is not specifically provided for in this Agreement, NT&T shall notify Windstream of its dispute with the proposed charge in writing. In the event the dispute is not resolved within fifteen (15) days from the date of NT&T's notification, then NT&T may file a request for dispute resolution with Central Records of the Commission. In its request, NT&T should provide a copy of Windstream's price quote, a detailed explanation of the charges in dispute, and NT&T's proposed charges and requested relief. The Commission shall use its Dispute Resolution Rules to resolve the complaint. In the event that NT&T files a request for dispute resolution with the Commission, NT&T may seek interim relief pending final resolution of the dispute, subject to true-up of the final rates or charges set

by the Commission. NT&T may use, as a basis for interim relief, any rate approved by another state commission, agreed to by Windstream with another Collocator, for the same arrangement or work.

19.2 Planning Fees

The Planning Fee recovers Windstream costs incurred to estimate the quotation of charges, project management costs, engineering costs, and other related planning activities for NT&T's request for the physical collocation arrangements. The initial Planning Fee will apply to NT&T's physical collocation request. In addition, a nonstandard Planning Fee will apply when a request includes DC power requirements other than 2-20, 2-50, or 2-100 Amp power feeds for Caged, Cageless or Caged Common Collocation, or 2-100, 2-200, 2-300, or 2-400 AMPS power feeds for Adjacent Collocation or other than integrated ground plane, or when floor space requirements are greater than four hundred (400) square feet. Requests for additions to the initial request, such as the addition of NT&T provided equipment that requires Windstream to engineer and purchase additional equipment will result in a Subsequent Planning Fee. A major revision to the initial request for physical collocation that changes floor space requirements, cable entrance facilities requirements, or changes DC Power Distribution will be considered a total revision and result in the reapplication of an initial Planning Fee. Rates and charges are as found in Section 20.1 following.

19.3 Caged Collocation

The caged collocation option provides NT&T with an individual enclosure (not including a top). This enclosure is an area designated by Windstream within an Eligible Structure to be used by NT&T for the sole purpose of installing, maintaining and operating the NT&T-provided equipment.

Windstream will provide Floor Space, floor space site conditioning, Cage Common Systems Materials, and Cage Preparation charges in increments of one (1) square foot. For this reason, NT&T will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., 50 square feet of cage space for a single bay) and will ensure that the first collocator in a Windstream premises will not be responsible for the entire cost of site preparation and security. Rates and charges are as found in Section 20.2 following.

If NT&T elects to use a Windstream-approved contractor to install, or requests that Windstream provide and install a point of termination (POT) frame in the dedicated collocation area rather than inside its cage, the floor space rate for cageless collocation found in Section 20.3 following applies.

A. Eligible Structure Floor Space Charges

Consists of the following elements:

- Construction costs
- Operating costs

B. Site Conditioning Charges

Consists of the following and represents costs per square foot necessary to condition basic floor space to accommodate telecommunications equipment:

- New floor tile
- General lighting

- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

C. Common Systems Materials Charge

Consists of the following elements elements per square foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the cage

D. Safety and Security

This charge represents reasonable costs incurred by Windstream to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per square foot basis and was developed based on implementation of varying combinations of the following security measures and devices. This rate may include only the costs associated with the most cost-effective method of security systems, which may consist of a sub set of the following:

- Interior Security Partition separating Windstream equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

In the event Windstream elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such eligible structure shall be applicable. In no event shall NT&T be required to pay for both an interior security partition to separate Windstream's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to NT&T's equipment that is collocated under the cageless option.

E. Cage Preparation

Consists of the following elements and represents charges unique to NT&T making the request. Rates and charges are as found in Section 20.2 following.

- Grounded wire partition
- Door key Set

- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

F. RSM Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

19.3.1 Caged Common Collocation

The Caged Common Collocation option provides the collocators with an enclosure (not including a top). This enclosure is an area designated by Windstream within an Eligible Structure to be used by the collocators for the sole purpose of installing, maintaining and operating the collocator-provided equipment.

Caged Common Collocation space will be provided where space permits when five (5), or more Collocators have provided Windstream with their forecasted space requirements accompanied with a firm order and 25% of non-recurring charges for the forecasted space as deposit. When these criteria have been met, Windstream will construct a common cage minimum of 550 sq. ft. of space unless Collocators' combined forecasted space needs for the initial year exceed 550 sq. ft., in which case, Windstream will construct the cage to the Collocators' combined forecasts for the initial year. Charges to each collocator will be based on its forecasted linear footage of floor space and adjusted by the occupancy factor. Subsequent additions to the Caged Common Collocation area will be based on firm orders with the Collocator(s) requesting additional space bearing the costs for such expansion.

Windstream will provide a caged enclosure (without a top), cable rack and support structure inside the cage, lighting, receptacles, cage grounding, cage sign and door key set. Terms and conditions for contractors performing cage construction activities are set forth in Section 16.3.

Windstream will provide floor space site conditioning, and Safety and Security charges per rack, bay, or frame and Floor Space, Caged Common Systems Materials, and Cage Preparation in increments of one linear foot. The first collocator in Windstream premises will be responsible only for its pro rata share of the cost of site preparation and security. Charges to each collocator will be based per rack, bay, or frame and linear foot of rack space used by each collocator. Rates and charges are contained in Section 20.3.1.

A. Eligible Structure Floor Space Charges

Consists of the following elements:

- Construction costs
- Operating costs

B. Site Conditioning Charges

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay, or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

C. Common Systems Materials Charge

Consists of the following elements per linear foot and represents the following charges:

- Installation and maintenance of iron work, racking, and lighting above the Common Cage.

D. Safety and Security

This charge represents reasonable costs incurred by Windstream to secure its equipment contained within Eligible Structure. This charge is expressed as a recurring rate on a per rack, bay, or frame and was developed based on implementation of varying combinations of the following security measures and devices.

- Interior Security Partition separating Windstream equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

In the event Windstream elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such eligible structure shall be applicable. In no event shall NT&T be required to pay for both an interior security partition to separate Windstream's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to NT&T's equipment that is collocated under the cageless option.

E. Cage Preparation

Consists of the following elements and represents charges unique to NT&T making the request. Rates and charges are as found in Section 20.3.1 following.

- Grounded wire partition
- Door key Set
- Lights
- Outlets
- Cable rack and support structure inside the cage
- Cage sign

F. RSM Option

The additional Dedicated Heating Ventilating and Air Conditioning (HVAC) Charge consists of the necessary dedicated ductwork extensions from the branch duct to the caged common collocation area including downturns and diffusers required to handle the additional heat load created by the RSM option. The Dedicated Power Plant Space Charge is a floor space rental charge based on the square footage required for a power plant layout with batteries.

19.4 Cageless Collocation

The Cageless Collocation charges consists of floor space, bay and aisle lighting and the design and placement of common systems materials in an area designated by Windstream within an eligible structure to be used by NT&T for the sole purpose of installing, maintaining and operating the NT&T-provided equipment.

Windstream will provide Floor Space, floor space site conditioning, safety and security, and building and common systems materials per a relay rack, bay, or frame. NT&T shall be able to order space in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, (i.e., ten (10) square feet). The first collocator in Windstream premises will be responsible only for its pro rata share of the common systems materials, cost of site preparation and security charges. Charges to NT&T will be based upon the number of frames used NT&T. Rates and charges are found in Section 20.3.

A. Eligible Structure Floor Space Charges

Consists of the following elements:

- Construction costs
- Operating costs

B. Site Conditioning Charge

Consists of the following and represents costs necessary to condition basic floor space to accommodate telecommunications equipment per rack, bay, or frame:

- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Pullbox for fiber optic cable
- Electrical panel for lights and receptacles
- 4" conduit (initial placement) for fiber optic cable from vault to the common pullbox

- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

C. Cageless Common Systems Materials Charge

Consists of the following elements per rack, bay, or frame and represents the following charges:

- Support materials for overhead lighting
- Bay and aisle lights
- AC electrical access for bay framework
- Central Office ground bar assembly and termination materials
- Extension of Central Office ground cables
- Auxiliary framing for support of cable racking materials
- Horizontal fiber protection duct system
- All associated mounting hardware and fabrication materials

D. Safety and Security

This charge represents reasonable costs incurred by Windstream to secure its equipment contained within the used space of the Eligible Structure. This charge is expressed as a recurring rate on a per rack, bay, or frame and was developed based on implementation of varying combinations of the following security measures and devices:

- Interior Security Partition separating Windstream equipment
- Provisioning of door locks and keying of existing doors
- Door access controller and network controller necessary for a card reader system
- Security camera systems
- Locking cabinets for network equipment
- Combination door locks
- Cable locks for computer terminals and test equipment
- Secure ID/password protection for computer systems
- Emergency exit door alarms

In the event Windstream elects to erect an interior security partition in a given Eligible Structure to separate its equipment, the lesser of the costs of the partition or a security camera system for such eligible structure shall be applicable. In no event shall NT&T be required to pay for both an interior security partition to separate Windstream's equipment in an Eligible Structure and a security camera system for such Eligible Structure. Construction of interior security partition shall not impair access to NT&T's equipment that is collocated under the cageless option.

19.5 DC Power Consumption

The DC Power Charge consists of use of the DC power system, with AC input and AC backup for redundant DC power expressed on a per amp basis. The cost for HVAC to support DC Power Consumption is recovered as a separate but related rate element on a per 10-amp basis. DC Transmission Energy Charge provided per 2" mounting space consists of the AC energy to provide redundant DC power to a CEV/HUT/Cabinet arrangement expressed in a monthly rate. Rates and charges are as found in Section 20.4.

19.5.1 Recurring charges for DC Power will be metered by Windstream and billed to NT&T per load amp actually used by NT&T.

19.5.2 Should NT&T dispute the DC power charges billed by Windstream, NT&T can, based on its own metering, dispute the bill according to Section 9.1.1 of the General Terms & Conditions.

19.6 DC Power Panel (Maximum 50 Amp) (Optional)

This DC power panel is optional with each application requiring DC power designed to provide up to 50 (maximum) AMPS per feed of DC current. This rate element may be provided by Windstream. Rates and charges are as found in Section 20.5 following.

19.7 DC Power Panel (Maximum 200 AMP) (Optional)

At least one (1) DC power panel is required with each application requiring DC Power when designed to provide between 50 and 200 AMPS per feed of DC current, however NT&T may substitute the required power panel with an equivalent power panel subject to meeting NEBS Level 1 Safety and review by Windstream technical support. This rate element may be provided by Windstream. Rates and charges are as found in Section 20.6 following.

19.8 Eligible Structure Ground Cable Arrangement, Each

The ground cable arrangement is the cabling arrangement designed to provide grounding for equipment within NT&T's Dedicated Space. Separate Ground Cable Arrangements are required for Integrated and Isolated Ground Planes. Isolated Ground Planes require a Ground Cable Arrangement in NT&T's Dedicated Space. Adjacent structure ground cable arrangement is found in Section 19.24. Rates and charges are as found in Section 20.7 following.

19.9 Security Cards

The Security Cards Charge consists of a charge per five (5) new cards or replacement cards, for access cards, and ID cards. Windstream will issue access cards and/or ID cards within twenty-one (21) days of receipt of a complete and accurate Windstream security form. In emergency or other extenuating circumstances (but not in the normal course of business), NT&T may request that the twenty-one (21) day interval be expedited, and Windstream will issue the access and/or ID cards as soon as reasonably practical. Rates and charges are as found in Section 20.8 following.

19.10 BITS Timing (per two Circuits) (Optional)

A Windstream provided single signal from the Windstream timing source to provide synchronization between NT&T's single network element and Windstream's equipment. Rates and charges are as found in Section 20.9.

19.11 Standard Bay or Cabinet, Each (Optional)

NT&T may elect to provide its own bay or cabinet in either its cage space or in a cageless space designated by Windstream or may request that Windstream provide and install the bay or cabinet in the cageless space only. If NT&T elects for Windstream to provide a bay or cabinet, the rates and charges are as found in Section 20.10. When, at NT&T's option, a bay or cabinet is placed in space designated by Windstream, appropriate floor space charges will apply. The bay or cabinet may be designated as the physical point of termination for interconnection between NT&T's facilities and Windstream facilities, previously referred to as "Point of Termination (POT) bay."

19.12 Interconnection Arrangement Options

NT&T will select one or more of the interconnection arrangements listed below.

19.12.1 DS1 Interconnection Arrangement (DSX or DCS), Each

A Windstream-provided arrangement of twenty eight (28) DS1 connections per arrangement between NT&T's optional POT Frame or equipment bay and the Windstream network. This rate element may not be provided by NT&T. NT&T will not be permitted access to the Windstream Main Distribution Frame. If regeneration is required because the cabling distance between NT&T's POT bay or termination point located in an Adjacent Structure and Windstream's cross-connect bay exceeds ANSI limitations or where NT&T specifically requests regeneration, it will be at NT&T's expense. Regeneration is not required in any other circumstance. Rates and charges are as found in Section 20.11 following.

19.12.2 DS3 Interconnection Arrangement (DSX or DCS), Each

A Windstream provided arrangement for one (1) DS3 connection per arrangement between NT&T's optional POT Frame or equipment bay and the Windstream network. This rate element may not be provided by NT&T. NT&T will not be permitted access to the Windstream Main Distribution Frame. If regeneration is required because the cabling distance between NT&T's POT bay or termination point located in an adjacent structure and Windstream's cross connect bay exceeds ANSI limitations or where NT&T specifically requests regeneration, it will be at NT&T's expense. Rates and charges are as found in Section 20.11 following.

19.12.3 Copper Cable Interconnection Arrangement, Each

A Windstream provided arrangement that provides one hundred (100) copper (non-shielded) connections between the NT&T's optional POT frame or equipment bay and the Windstream network. This rate element may not be provided by NT&T. NT&T will not be permitted access to the Windstream Main Distribution Frame. Rates and charges are as found in Section 20.11 following.

19.12.4 Shielded Cable Arrangement, Each

A Windstream provided arrangement that provides one hundred (100) (shielded) connections between NT&T's optional POT frame or equipment bay and the Windstream network. This rate element may not be provided by NT&T. NT&T will not be permitted access to the Windstream Main Distribution Frame. Rates and charges are as found in Section 20.11 following.

19.13 Optical Circuit Arrangement

This sub-element provides for the cost associated with providing twelve (12) fiber connection arrangements to the Windstream network. This rate element may not be provided by NT&T. NT&T will not be permitted access to the Windstream Main Distribution Frame. Rates and charges are as found in Section 20.12 following.

19.14 Timing Interconnection Arrangement (Optional)

Timing lead (1 pair) of wires provided by Windstream to NT&T's dedicated NT&T physical collocation space or optional POT frame or equipment bay. Rates and charges are as found in Section 20.13 following.

19.15 Power Arrangement Provisioning

The Power Arrangement is the cable and the cable rack including support and fabrication material expressed as a monthly rate for either 2-20 AMP, 2- 50 AMP, or 2-100 AMP feeds. Rates and charges are as found in Section 20.14 following.

19.16 Entrance Facility Conduit, Per Fiber Cable Sheath

Any reinforced passage or opening placed for the NT&T provided facility in, on, under/over or through the ground between the Windstream designated manhole and the cable vault of the eligible structure. Rates and charges are as found in Section 20.15 following.

19.17 Entrance Fiber Charge, Per Cable Sheath

The Entrance Fiber Charge reflects the time interval spent by Windstream in pulling the NT&T cable facilities from the Windstream designated manhole, through the Windstream cable vault and through the Windstream cable support structure to NT&T's equipment. Rates and charges are as found in Section 20.16 following.

19.18 Miscellaneous Charges (Optional)

Consists of charges for miscellaneous construction-related items associated with Cageless Pot Bay or Cabinet. Rates and charges per foot are as found in Section 20.17following.

19.19 Two Inch Vertical Mounting space in CEVs, Huts and Cabinets

A two-inch vertical mounting space in a standard equipment mounting in a CEV, Hut or cabinet for the placement of equipment. The number of two-inch vertical mounting spaces required is determined by the size of the equipment to be placed plus additional space required for heat dissipation and ventilation of the equipment to be placed in adjacent equipment. Rates and charges are as found in Section 20.18.

19.20 Pre-visits

General Applications

Prior to submitting an application, NT&T may elect to arrange with Windstream to visit an Eligible Structure for the purpose of permitting NT&T to determine if the structure meets NT&T's business needs and if space is available in the structure for NT&T's physical collocation arrangement. NT&T electing to pre-visit Windstream Eligible Structures must submit its request in writing ten (10) business days in advance. Pre-visits will be scheduled for a date that is mutually agreeable to both parties. NT&T will not be allowed to take photographs, make copies of Windstream site-specific drawings nor make any notations. For pre-visits, Windstream will limit the number of Windstream employees attending the pre-visit to one Windstream employee, unless a different number of Windstream employees is mutually agreed upon. NT&T will only be billed for the times of the employee(s) approved by NT&T and not for additional employees not mutually agreed upon to attend the pre-visit. If any travel expenses are incurred, NT&T will be charged for the time Windstream employees spend traveling and will be based on fifteen-minute increments. Rates and Charges are as found in Section 20.19.

19.21 Construction Inspections

During the construction of all forms of physical collocation space required under this Agreement, NT&T shall be permitted up to four (4) inspections during the construction in an Eligible Structure during normal business hours with a minimum of two (2) hours advance notification. If the

construction interval is extended beyond the contractual or agreed upon interval, NT&T will be granted two (2) additional visits per thirty (30)-day extension. Requests for construction inspections shall be given to the contact number as specified in Section 4.2. If any travel expenses are incurred, NT&T will be charged for the time Windstream employees spend traveling and will be based on fifteen (15)-minute increments. Rates and charges are as found in Section 20.20.

19.22 Adjacent Structure Arrangements

If NT&T elects to provide an adjacent structure as described in Section 6.1.1 E. preceding, when all available space is Legitimately Exhausted inside a Windstream Eligible Structure, Windstream will charge a Planning Fee to recover the costs incurred to estimate the quotation of charges for NT&T's Adjacent Structure Arrangement request. Rates and charges are found in Section 20.21 following. In addition, should NT&T elect to have Windstream provision an extension of DC Power Service from the Eligible Structure to the Adjacent Structure, a DC Power Panel will be required. Rates and charges for the DC Power Panel are found in Sections 20.5 and 20.6 following.

Planning Fee

An initial Planning Fee will apply when NT&T is requesting any Interconnection Terminations between NT&T's Adjacent structure and Windstream on an for Adjacent initial or subsequent collocation application. This fee recovers the design route of the Interconnection Terminations as well as the design route of the power arrangement to NT&T's Adjacent structure. Rates and charges are found in Section 20.21following.

19.23 Collocation Availability Space Report Fee

This rate element provides for costs associated with providing a reporting system and associated reports indicating the amount of collocation space available, the number of collocators, any modifications in the use of space since the generation of the last available report, and measures that Windstream is undertaking to make additional space available for collocation. Rates and charges are per report and per Eligible Structure requested and are as found in Section 20.23 following.

19.24 Collocation to Collocation Connection

This rate element includes physical-to-physical, cageless-to-cageless, and physical-to-virtual connection options.

A. Fiber Cable (12 Fibers)

This rate element provides for direct cabling using fiber cable (12 fibers) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a nonrecurring charge and a monthly rate. Rates and charges are as specified in Section 20.24.

B. Copper Cables (28 DS1s)

This rate element provides for direct cabling using copper cable (28 DS1s) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate. Rates and charges are as specified in Section 20.24.

C. Coax Cable (1 DS3)

This rate element provides for direct cabling using coaxial cable (1 DS3) between two (2) collocation arrangements at an Eligible Structure expressed as a combination of a non-recurring charge and a monthly rate. Rates and charges are specified in Section 20.24.

D. Cable Racking and Hole

This sub-element provides for cable rack space for copper, coax and optical cabling between two collocation arrangements and the required terminations at each physical collocation arrangement(s) at an Eligible Structure. This sub-element is expressed as a monthly rate and these charges are specific in Section 20.24.

E. Route Design

This sub-element provides the route design for collocation-to-collocation connections. This sub-element is expressed as a non-recurring charge and this charge is specified in Section 20.24.

20.0 Rate and Charges

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
20.1 Planning Fees		
Caged Collocation		
- Planning – Central Office (Per Sq. Ft. of space used by NT&T)	$0.09	$7.55
- Initial	None	$5,244.43
- Subsequent (Inter. Cabling)	None	$2,267.04
- Subsequent (Power Cabling)	None	$2,306.10
- Subsequent (Inter./Power Cabling)	None	$2,884.60
Cageless Collocation		
- Planning – Central Office (Per Frame used by NT&T)	$1.13	$75.54
- Initial	None	$4,601.93
- Subsequent (Inter. Cabling)	None	$2,267.04
- Subsequent (Power Cabling)	None	$2,306.10
- Subsequent (Inter./Power Cabling)	None	$2.884.60
Cage Common Collocation		
- Planning – Central Office – Per Linear Foot	$0.44	$29.24
- Planning – Initial – Per Request	None	$4,601.93
- Planning – Subsequent Inter. Cabling Only – Per Request	None	$2,267.04
- Planning – Subsequent Power Cabling Only – Per Request	None	$2,306.10
- Planning – Subsequent Inter./Power Cabling – Per Request	None	$2,884.60
Non-standard Planning Fee (Caged, Cageless, and Caged Common) (Per Request)	None	$1,436.00
CEVs, Huts, Cabinets Planning – Standard	None	$631.17

20.2 Caged Collocation

(A) Floor Space Charges (per square foot) - Augment rates are same as above per square foot	$5.97	None
(B) Site Conditioning (per square foot)	None	$9.28
(C) Cage Common Systems Materials Charge (per square foot)	$0.44	$59.86
(D) Safety & Security (per square foot)	None	$19.56
(E) Cage Preparation (per square foot)	$0.27	$19.70
(F) RSM Option		
- Additional Dedicated HVAC Charge	None	$3,100.00
- Dedicated Power Plant Floor Space Charge	$394.00	None
- Augment rates are same as above per unit		

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
20.3 Cageless Collocation		
(A) Floor Space Charges (per Frame)	$64.21	$0.00
(B) Site Conditioning Charge (per Frame)	None	$92.81
(C) Cageless Common Systems Materials Charge (per Frame)	$9.35	$760.45
(D) Safety & Security (per Frame)	None	$195.57
20.3.1 Caged Common Collocation		
(A) Floor Space Charges Caged Common (per linear foot of rack space)	$24.87	None
(B) Site Conditioning (per Bay)	None	$92.81
(C) Common Systems Materials Charge (Per Linear Foot of Rack Space)	$3.62	$294.37
(D) Safety & Security (Per Frame)	None	$123.35
(E) Cage Preparation Charge (Per Linear Foot of Rack Space)	$1.00	$157.04
(F) RSM Option		
- Additional Dedicated HVAC Charge	None	$3,100.00
- Dedicated Power Plant Floor Space Charge	$394.00	None
20.4 DC Power Consumption		
(Caged, Cageless, and Caged Common Arrangements)		
- Per Amp	$10.61	None
- HVAC (Per 10 Amps)	$14.62	None

Adjacent Arrangements		
DC Power, Standard Power Consumption Arrangements (Adjacent)		
- Per Amp	$10.61	None
DC Power Consumption (CEV, Hut, and Cabinet)		
- Per 2" Mounting Space	$1.27	None
20.5 DC Power Panel (Maximum 50 Amp) (Optional)	$15.77	$3,079.47
20.6 DC Power Panel (Maximum 200 Amp) (Optional)	$18.75	$3,659.49
20.7 Eligible Structure Ground Cable Arrangement		
- Per Square Foot (For Caged)	$0.03	$0.92
- Per Frame (For Cageless)	$0.33	$15.32
- Per Linear Foot (For Caged Common)	$0.13	$5.93

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
20.8 Security Cards/ID Cards		
- Access Cards, per 5 cards, new and replacement	None	$123.35
- Expedite Request, per 5 cards, new and replacement	None	$203.35
20.9 BITS Timing (Optional)		
- per two circuits	$3.58	$698.82
20.10 Optional Standard Frame or Cabinet, each		
- Standard Bay	$8.89	$721.28
- Cabinet/Large Bay	$17.78	$3,470.81
21.11 Interconnection Arrangement Options		
(Caged, Cageless, Caged Common Collocation)		
- DS1 Arrangement (28 DS1s) – DCS		
- Windstream provides cabling and terminations	$297.44	$3,613.06
(Adjacent Collocation)		
- DS1 Arrangement (28 DS1s) – DCS		
- Windstream provides cabling and terminations	$439.98	$2,341.45
(Caged, Cageless, Caged Common Collocation)		
- DS1 Arrangement (28 DS1s) – DSX		
- Windstream provides cabling and terminations	$9.79	$1,346.48
(Adjacent Collocation)		
- DS1 Arrangement (28 DS1s) – DSX		
- Windstream provides cabling and terminations	$35.04	$2,341.45

(Caged, Cageless, Caged Common Collocation)		
- DS3 Arrangement (1 DS3) – DCS		
- Windstream provides cabling and terminations	$115.59	$2,181.58
(Adjacent Collocation)		
- DS3 Arrangement (1 DS3) – DCS		
- Windstream provides cabling and terminations	$242.36	$598.33

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
(Caged, Cageless, Caged Common Collocation)		
- DS3 Arrangement (1 DS3) – DSX		
- Windstream provides cabling and terminations	$7.14	$603.89
(Adjacent Collocation)		
- DS3 Arrangement (1 DS3) – DSX		
- Windstream provides cabling and terminations	$12.36	$598.33
Copper Cable Interconnection		
- Non-Shielded and Shielded Cable Arrangement (100 Pairs)		
(Caged, Cageless, Caged Common Collocation)		
- Windstream provides cabling and terminations	$4.92	$1,027.16
(Adjacent Collocation)		
- Windstream provides cabling and terminations	$6.19	$1,371.93
20.12 Optical Circuit Arrangement (12 Fibers)		
(Caged, Cageless, Caged Common Collocation)		
- Windstream provides cables and installs	$6.55	$1,779.78
(Adjacent Collocation)		
- Windstream provides cables and terminates	$8.25	$3,751.22
20.13 Timing Interconnection Arrangement		
(2 Timing Leads per Linear ft.)	$0.08	$14.81
20.14 Power Arrangement Provisioning		
(Caged, Cageless, and Caged Common Collocation)		
- 2-20 Amp Power Feeds	$7.74	$1,570.84

- 2-50 Amp Power Feeds	$9.57	$1,954.85
- 2-100 Amps Power Feeds	$11.39	$2,344.44
(Adjacent Collocation)		
- 2-100 Amp Power Feeds	$13.84	$7,853.86
- 2-200 Amp Power Feeds	$13.84	$14,584.00
- 2-300 Amp Power Feeds	$13.84	$20,338.00
- 2-400 Amp Power Feeds	$13.84	$28,143.00
For Augments the Power Delivery Charge Same As Above		
20.15 Entrance Facility Conduit		
Conduit to vault, per cable sheath	$8.75	None

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
20.16 Entrance Fiber Charge, per cable sheath		
(Caged, Cageless, Caged Common Collocation)		
- Windstream places Entrance Fiber	$4.85	$1,619.88
(Adjacent Collocation)		
- Fiber Cable Placement per cable sheath	$2.13	$976.96
- Entrance Fiber Racking	$1.55	None
(CEV, Hut, Cabinet)		
- Fiber Cable Placement per sheath	None	$53.58
- Entrance Conduit per sheath	$2.61	None
20.17 Miscellaneous Collocation Charges (Optional)		
- Standard Equipment Bay	$8.89	$721.28
- Non-Standard Cabinet Bay	$17.78	$3,470.81
- VF/DS0 Termination Panel/module	$3.10	$605.64
- DDP-1 Panel/Jack Access Card	$8.08	$1,576.65
- DS3/STS-1 Interconnect Panel	$2.38	$465.47
- DS3 Interconnect Module	$0.45	$87.35
- Fiber Optic Splitter Panel	$1.52	$297.00
- Fiber Termination Dual Module	$1.37	$267.88
20.18 Rack Mounting Plate		
Space in cabinets (2" Mounting Space)		
- Large cabinet size	$1.63	None
- Medium cabinet size	$2.19	None
- Small cabinet size	$3.29	None
In Huts		
- Maxihut	$0.77	None
- Minihuts	$1.33	None
In CEVs		
- 24 foot	$1.64	None
- 16 foot	$1.77	None

20.19 Pre-visits		
- Collocation Ser. Mgr. – 2nd Level (Per 15 Minutes)	None	$23.23
- Comm. Tech – Craft (Per 15 Minutes)	None	$19.60
- CO Manager – 1st Level (Per 15 Minutes)	None	$19.72
- Floor Space Planning – 1st Level (Per 15 Minutes)	None	$19.24
20.20 Construction Inspections		
- Project Manager – 1st Level (Per 15 Minutes)	None	$19.24
- Collocation Ser. Mgr. (Per 15 Minutes)	None	$23.23

The following rates and charges apply for physical collocation requests:

	Monthly Rate	Nonrecurring Charge
20.21 Adjacent Structure Arrangements		
- Planning Fees		
- Initial (per request)	None	$9,268.73
- Subsequent	None	$1,606.77
- Land Rental, per square foot	$0.44	None
- Extension of 100 Amp AC Service per Linear ft. from CO Switchboard (optional)	None	$6,447.00
- AC Usage, per KWH	$0.05	None
- Cable Rack		
- DC Power Cable Rack	$13.64	$2,667.22
- Fiber Cable Rack	$20.63	None
- Interconnection Arrangements (Copper) Racking	$30.63	None
- Conduit Placement		
- DC Power Conduit (Per 2-Ducts)	None	$12,932.21
- Fiber Conduit (Per 1-Duct)	None	$4,711.89
- Interconnection Arrangements Conduit (Per 2-Duct)	None	$11,091.00
20.22.1 Conduit Space, Per Innerduct	$1.17	None
20.23 Collocation Space Availability Report Charge		
- Report Fee, per Report and per Eligible Structure Requested	None	$168.04
20.24 Collocation to Collocation Connection		
Physical to Physical		
- Fiber Cable (12 Fibers)		
- Windstream Provides Cable and Installs	$1.38	$1,404.07
- Cable rack occupancy and maintenance	$0.82	None
- Copper Cable (28 DS1s)		
- Windstream Provides Cable and Installs	$1.41	$982.35
- Cable rack occupancy and maintenance	$0.57	None

- Coax Cable (1 DS3)		
- Windstream Provide Cable and Installs	$1.30	$433.86
- Cable rack occupancy and maintenance	$0.50	None
- Cable Racking and Hole		
- Fiber (per 12 Fibers)	$0.82	None
- DS1 (per 28 DS1s)	$0.57	None
- DS3 (per DS3)	$0.50	None
- Route Design Per Request	None	$424.88

Physical to Virtual – Same as Cageless to Cageless

ATTACHMENT 8: VIRTUAL COLLOCATION

1.0 Service Description

1.1 This Attachment sets forth terms and conditions that provide NT&T the capability to collocate Customer provided transmission, concentration and multiplexing equipment at an Windstream wire center or other designated Windstream premises for use as permitted under this contract or other authorized uses provided pursuant to applicable tariffs. NT&T may terminate basic fiber optic transmission facilities at Windstream's premises for connection to their designated equipment or may lease facilities from Windstream. The terms and conditions of Attachment 8: Virtual Collocation, are in addition to those of the General Terms and Conditions, that are applicable to the direct interconnection arrangements, maintenance, repair, and support of the direct interconnection of NT&T's network to Windstream's network at specific locations established in accordance with the terms of this Attachment (Windstream Virtual Collocation Service). To the extent that any provisions of this Attachment are inconsistent with the applicable express requirements, if any, of the FCC rules on collocation and other applicable law, the Parties agree to amend this Attachment so as to conform it to the applicable express requirements of the FCC rules and other applicable law.

1.2 Windstream Virtual Collocation Service is provided at central offices, tandems or remote nodes/switches designated by Windstream ("Locations"). NT&T will install fiber optic cable up to an Windstream designated Interconnection Point(s) (IP) that will be located outside of the Location, such as a manhole, as indicated and defined in the Attachment Network Interconnection. NT&T will provide Windstream sufficient length of fiber at the Interconnection Point to extend between the IP and the Location (Entrance Fiber). Windstream will purchase the Entrance Fiber under the provisions of 2.1 following, and will install the Entrance Fiber into the Location for connection to the Virtual Collocation transmission equipment that may be allowed under this Attachment. If multiple entry points are available, and NT&T so desires, multiple entry points will be provided to NT&T.

1.3 Windstream Virtual Collocation Service will be made available subject to the availability of space and facilities in each Location.

1.4 General provisions, rates and charges applicable to all Windstream Virtual Collocation Services are contained in this Attachment.

2.0 General Provisions

2.1 In order to ensure the compatibility of the transmission capabilities of the facilities and equipment used in the provision of Windstream Virtual Collocation Service, such equipment and facilities, including the Entrance Fiber, associated riser cable/fiber, terminal transmission equipment, plug-ins, software, unique tools and test equipment will be provided by NT&T.

2.2 Title

2.2.1 NT&T agrees to sell to Windstream all the equipment and support structure components required to provision and maintain/repair Windstream Virtual Collocation on an ongoing basis, for the sum of one dollar ($1.00).

2.2.2 Upon the termination or expiration of this Agreement or any Virtual Collocation arrangement, Windstream agrees to sell to NT&T for the sum of one dollar ($1.00), all

the equipment and support structure components which were sold to Windstream pursuant to §2.2.1 above.

2.2.3 This Agreement does not convey to NT&T any right, title, or interest in Windstream facility; interconnection space; cable space; cable racking; vault or conduit space used in the provisioning of an Windstream Virtual Collocation arrangement.

2.3 The Parties will designate the IP in proximity to the premises, which is normally an entrance manhole. Windstream reserves the right to prohibit all equipment and facilities, other than cable, within its entrance manholes. No splicing will be permitted in the entrance manhole. NT&T must provide a length of underground fiber optic cable in the entrance manhole specified by Windstream which is of sufficient length to be pulled through the conduit and into the cable vault splice locations. NT&T is responsible for placement of the fiber optic facility within the manhole and for the maintenance of the fiber optic cable(s) on NT&T's side of the IP. Before placing the fiber optic facility in the manhole, NT&T will contact Windstream for instructions. NT&T agrees to comply with the Windstream's safety and security rules. Access to the manhole is covered by the terms and conditions as may be specified by Windstream.

2.4 Windstream will pull the Entrance Fiber from the IP to the cable vault where the cable will be spliced to fire retardant riser cable, which Windstream will install.

2.5 NT&T must provide the fiber transmission equipment that Windstream will purchase and use pursuant to paragraph 2.1 preceding to provision the Windstream Virtual Collocation Service. NT&T provided equipment must comply with the Bellcore Network Equipment Building System (NEBS) General Equipment Requirements and National Electrical Code standards. Additionally, this equipment must comply with any local, state or federal statutory and/or regulatory requirements in effect at the time or subsequent to equipment installation.

2.6 NT&T is responsible for providing the fiber transmission equipment, e.g., fiber optic terminals, DS3/DS1 channelization equipment, fiber terminating device. NT&T must also specify all software options for the transmission equipment and associated plug-ins. In addition, NT&T shall provide the following:

2.6.1 All necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins.

2.6.2 All unique tools and test equipment.

2.6.3 Initial and subsequently added equipment should be sized and equipped to handle a minimum of 12 months forecasted growth.

2.6.4 Rack mounted storage unit to house spare plug-ins, tools, and test equipment. Any desired equipment for remote monitoring and control.

2.6.5 Fuse panel(s) with sufficient capacity for all Windstream Virtual Collocation transmission equipment.

2.6.6 Network facility rack(s), i.e., relay racks, to mount all of the above referenced equipment and Company-provided interconnection panel(s).

2.7 Any equipment provided under §2.5 preceding shall be provided to Windstream in accordance with §2.1 preceding.

2.8 Performance monitoring alarm monitoring and software cross-connect control of all facilities and equipment used in provisioning an arrangement will be the responsibility of NT&T. NT&T will be

responsible for initiating maintenance/repair requests for said facilities and equipment, pursuant to §8.0 following.

2.9 If NT&T desires Windstream to provide the transport for monitoring and control functions, such transport will be ordered and billed pursuant to the applicable Windstream service tariff provisions.

2.10 Windstream will have responsibility for installation and maintenance/repair of the facilities and equipment used to provide Virtual Collocation from the IP up to and including the fiber transmission equipment.

2.11 Windstream will work cooperatively with NT&T to facilitate joint testing and maintenance/repair related activities.

2.12 NT&T will be responsible for notifying Windstream of significant outages of any portion of its network, which could impact or degrade Windstream switches and services. NT&T will also provide, if possible, an estimated time for restoral.

2.13 Troubles reported to or observed by NT&T should be tested and isolated by NT&T prior to reporting the trouble to Windstream.

2.14 Windstream or an Windstream-authorized vendor must perform all installation work performed on behalf of NT&T. Authorization procedures may be obtained from Windstream upon request.

2.15 Windstream will provide, at rates set forth in §13.0 following, dc Power with generator and/or battery back-up, heat, air conditioning and other environmental support to NT&T's designated equipment in the same standards and parameters required for Windstream equipment. NT&T will provide Windstream with specifications for any non-standard or special requirements at the time of application. Windstream reserves the right to assess NT&T any additional charges on an individual case basis associated with complying with the requirements or to refuse an application where extensive modifications are required.

3.0 Limitations on Provision of Service

3.1 The following provisions address Windstream Virtual Collocation Service interconnections to the Windstream network and service prohibitions for Windstream Virtual Collocation Service:

3.1.1 NT&T will not have access to the Windstream buildings, except as provided in §3.1.2 following.

3.1.2 An Windstream security escort will accompany NT&T from the interconnection point outside of the Windstream Virtual Collocation location. The security escort will be provided at NT&T's expense in accordance with charges described in §13.0 following.

3.1.3 An NT&T will not interconnect at less than DS1/DS3 level high capacity services within the Premises

3.2 Windstream is not responsible for the design, engineering, or performance of NT&Ts designated termination equipment and NT&T provided facilities for Virtual Collocation Service.

3.3 Windstream is not required to purchase additional plant or equipment, to relinquish floor space or facilities designated for internal use, to undertake construction of new wire centers or premises, or to construct additions to existing wire centers or premises to satisfy a Customer request.

4.0 Ordering Services

4.1 NT&T shall complete and provide to Windstream a written application requesting an Windstream Virtual Collocation service arrangement and an application fee per request, per location. Details on the specific requirements of the requested Windstream Virtual Collocation arrangement, including interconnect drawings technical specifications, monitor and control design and other equipment related documentation, must be provided with the written application.

4.2 Windstream will process applications for Windstream Virtual Collocation arrangement on a first-come, first-serve basis by location as determined through the receipt of the application fee.

4.3 Windstream will accept letters of agency in conjunction with an application for Windstream Virtual Collocation.

4.4 Upon receipt of the application fee, Windstream will conduct the following design and planning activities:

4.4.1 Engineering record search and review to determine availability of conduit, rack, floor space and multiple entry points.

4.4.2 Determination of requirements of the requested Windstream Virtual Collocation design.

4.4.3 Administrative activities required to process the application.

4.5 Once Windstream has completed the design and planning activities, NT&T will be informed of the floor space and power requirements. Within thirty (30) days Windstream will provide to NT&T a list of vendors certified to perform equipment installations.

4.6 NT&T shall have thirty (30) days from receipt of the information to place a firm order.

4.7 Windstream's engineering and other labor time associated with establishing and maintaining Windstream Virtual Collocation Service will be billed under the provisions of §10.0 following.

4.8 NT&T agrees to meet with Windstream on an as needed basis to review the design and work plans and schedules for the installation of the equipment and facilities. NT&T is responsible for ordering electronics. Windstream is responsible to provide installation within a thirty (30) day interval once Windstream has taken receipt of the electronics.

5.0 Service Activation

5.1 Windstream will notify NT&T in writing upon completion of the installation work and prior to activating the Windstream Virtual Collocation arrangement.

5.2 Windstream will provide NT&T with the circuit identifications associated with the terminating transmission equipment as well as specific location of the equipment, e.g., Windstream Virtual Collocation location, bay location, shelf, etc., at the time of installation.

5.3 Windstream will utilize existing test equipment, or NT&T unique test equipment, for acceptance and repair in cooperation with NT&T.

6.0 Training

6.1 If NT&T selects terminating transmission equipment hardware and/or software which is not currently in use in the Windstream location where Windstream Virtual Collocation will be provided, NT&T will be responsible for payment of the charges as set forth in Appendix A following, for any necessary training for Windstream personnel needed to repair said equipment. Additionally, NT&T will be responsible for payment of any applicable tuition fees associated with said training.

6.2 In the event that NT&T does not provide the necessary training to enable Windstream personnel to repair said equipment, Windstream may call a certified vendor to make repairs of said equipment. NT&T will reimburse Windstream for any charges submitted by the certified vendor for repair of said equipment. In addition, charges for security escort will apply as set forth in Appendix A following.

7.0 Inspections

7.1 NT&T shall call to schedule a time to enter the Windstream Virtual Collocation location(s) for the purpose of inspecting the terminating transmission equipment dedicated for its use. An Windstream security escort will accompany NT&T during said inspections at the expense of NT&T. Security escort rates are as set forth in Exhibit A following.

8.0 Maintenance

8.1 Except in emergency situations, the fiber optic cable facilities and terminating transmission equipment will be maintained/repaired only upon request of NT&T. In an emergency, Windstream will use reasonable efforts to notify NT&T, but nevertheless may perform such maintenance/repair as deemed necessary without prior notification or request. When initiating maintenance/repair requests on equipment, NT&T must provide Windstream with the associated circuit identifications and specific location of the Windstream Virtual Collocation equipment, as well as a detailed description of the trouble. Charges for maintenance/repair performed upon request from, or on behalf of, NT&T will be billed to NT&T on a time and material basis. No charges will be assessed to NT&T for maintenance if said maintenance is required as a result of negligence or willful misconduct on the part of Windstream or from incidental damage resulting from Windstream activities. NT&T is responsible for providing equipment required for maintenance/repair spares under the terms of §2.0 of this Attachment.

8.2 All maintenance/repair on Windstream Virtual Collocation terminating transmission equipment will be performed by Windstream.

9.0 Insurance and Liability Requirements

9.1 Risk of loss with respect to the collocation equipment shall remain with NT&T throughout the term of this Agreement, and NT&T shall obtain and maintain insurance in such amounts and with respect to such coverage as to adequately compensate NT&T in the event of loss or damage to the equipment. NT&T shall assure that any such insurance policies provide for a waiver of subrogation by the insurer with respect to any such loss.

10.0 Rate Elements

10.1 NT&T shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto. Any collocation element requested by NT&T, or that is needed for the operation of NT&T's collocation space, not contained in this Attachment or Exhibit A: Collocation Pricing will be handled on a individual case basis ("ICB").

10.2 An Application Fee in the amount specified in Appendix A following must be submitted with NT&T's application for Windstream Virtual Collocation Service. The first-come, first-served policy of processing applications for Windstream Virtual Collocation arrangements will be determined based upon the order of receipt of applications for Windstream Virtual Collocation Service along with the Application Fee. The Application Fee will be used for design and planning activities which include an engineering record search for conduit, rack, and floor space availability and a determination of requirements for the requested Windstream Virtual Collocation design. An Application Fee is required with each Windstream Virtual Collocation arrangement application submitted per location. If more than one Windstream Virtual Collocation arrangement is ordered at the same location on the initial Windstream Virtual Collocation arrangement application, then only one Application Fee will apply. A subsequent application for an additional arrangement within the same location must be submitted with another Application Fee.

10.3 The Cable Installation Charge applies for each Windstream Virtual Collocation cable ordered within a location. Cable installation involves activities associated with pulling the Entrance Fiber from the IP to the Windstream Virtual Collocation Service fiber equipment, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. Payment of the Cable Installation Charge must be made prior to Windstream commencing work on the Windstream Virtual Collocation arrangement work order. The Cable Installation Charge will not apply on subsequent Windstream Virtual Collocation arrangement orders within the same location for NT&T if the Parties jointly determine that efficient cable facilities exist to accommodate the subsequent Windstream Virtual Collocation Service.

10.4 The Cable Support Structure monthly recurring charge applies for the use of conduit from the IP to the cable vault or other central office entrance, and for entrance and riser cable rack space.

10.5 The DC power charge is a monthly recurring charge associated with the provision of DC power to NT&T's designated equipment for virtual collocation. The DC power charge applies on a per 40 amp increment.

10.6 The maintenance charge is a monthly recurring charge associated with maintenance of the Customer designated termination equipment. The charge is applicable per base module.

10.7 The engineering/installation charge is associated with work performed by Windstream to determine space requirements, engineer adequate amounts of power to the equipment, and ensure adequate fire protection and install Customer designated termination equipment for virtual collocation. An engineering/installation charge is applicable for the installation of the base unit and each DSX or OCN card.

10.8 A security escort is provided to NT&T whenever NT&T, or approved agent, desires access to the entrance manhole or to inspect the fiber transmission equipment. Charges for a security escort are assessed in half-hour increments as Basic, Overtime, or Premium Time charges. A request resulting in the dispatch of an Windstream employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three hours.

10.9 When the leased equipment (hardware and/or software) is identical to that already in use in the Windstream location no training charges are applicable. When NT&T equipment (hardware and/or software) is not identical to that already in use in the Windstream location, charges as set forth in Appendix A are applicable.

ATTACHMENT 9: INTENTIONALLY LEFT BLANK

ATTACHMENT 10: INTENTIONALLY LEFT BLANK

ATTACHMENT 11: INTENTIONALLY LEFT BLANK

ATTACHMENT 12: COMPENSATION

1.0 Introduction

1.1 For purposes of compensation under this Agreement, the traffic exchanged between the Parties will be classified as one of three types: Local Traffic, IntraLATA Interexchange Traffic, or InterLATA Interexchange Traffic. The Parties agree that, notwithstanding the classification of traffic by NT&T with respect to its End Users, the classification of traffic provided in this Agreement shall control with respect to compensation between the Parties under the terms of this Agreement. The provisions of this Attachment shall not apply to services provisioned by Windstream to NT&T as local Resale Services.

1.1 Calls originated by NT&T and terminated to Windstream (or vice versa) will be classified as "Local Traffic" under this Agreement if: (i) the call originates and terminates in the same Windstream Exchange; or (ii) originates and terminates within different Windstream Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes as specified or defined by Windstream tariffs.

1.2 Traffic, other than Local Traffic, shall be terminated to a Party subject to that Party's tariffed access charges.

1.3 The Parties agree that all traffic, other than Local Traffic, that is terminated on the public switched network, regardless of the technology used to originate or transport such traffic, including but not limited to Voice Over Internet Protocol (VoIP), will be assessed either interstate or intrastate (depending on the end points of the call) terminating charges at the rates provided in the terminating Party's access tariff..

1.4 By entering into this Agreement, both Parties expressly reserve the right to advocate their respective positions before state and/or federal regulatory bodies, whether in complaint dockets, arbitrations under Section 252 of the Act, rulemaking dockets, or in any legal challenges stemming from such proceedings with regard to the treatment of Voice Over Internet Protocol (VoIP) traffic for intercarrier compensation purposes.

1.5 The Parties agree that until the FCC enters a final, binding, and non-appealable order ("Final Order") determining the appropriate compensation mechanism for VoIP traffic, the Parties shall exchange traffic and compensate each other in accordance with Section 1.3. At such time as a Final Order becomes applicable, the Parties agree to amend this Agreement to conform with the findings of the Final Order.

2.0 Responsibilities of the Parties

2.1 Each Party will be responsible for the accuracy and quality of the data it submits to the other Party.

2.2 Each Party will provide the other Party the originating Calling Party Number (CPN) with respect to each call terminated on the other Party's network to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN.

2.3 Neither Party shall strip, modify or alter any of the data signaling or billing information provided to the other Party. In the event a Party strips, modifies or alters any of the data signaled or strips, modifies or alters any of the billing information provided to the other Party, such event will be a material breach of this Agreement.

2.4 Each Party shall identify and make available to the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of this Attachment.

2.5 All calls exchanged without CPN will be billed as IntraLATA Interexchange Traffic, if the failure to transmit CPN is not caused by technical malfunctions. In the event that technical malfunctions result in lack of transmission of CPN, the Parties will cooperate in attempting to resolve such technical malfunctions and the Parties will develop and utilize mutually agreeable surrogate methods for determining compensation that shall be utilized until the technical malfunctions are resolved.

3.0 Reciprocal Compensation for Termination of Local Traffic

3.1 Each Party will be compensated for the exchange of Local Traffic, as defined in §1.2 of this Attachment, in accordance with the provisions of §3.0.

3.1 The Parties agree to reciprocally exchange Local Traffic between their networks. Each Party shall bill its end-users for such traffic and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.

3.3 Upon data submitted by one of the Parties, and agreed to by the other Party, supporting the level of traffic exchanged between the Parties is out of balance using a ratio of 60%/40% for three (3) consecutive months (one Party originates 60% or more of the traffic exchanged), the parties agree to the reciprocal compensation minute of use rates pursuant to Appendix B.

3.4 Any traffic utilizing the Public Switched Telephone Network, regardless of transport protocol method, where the originating and terminating points (end-to-end points), are in different local calling areas as defined by the terminating Party and delivered to the terminating Party using switched access services shall be considered Switched Access Traffic. The traffic described herein shall not be considered Local Traffic. Irrespective of origination or transport protocol method used, a call that originates in one local calling area and terminates in another local calling area (i.e. the end-to-end points of the call) shall not be compensated as Local Traffic.

4.0 Compensation for Transit Traffic

4.1 Transit traffic is Local Traffic exchanged between the Parties that originates or terminates on the network of another telecommunication service provider (the "Non-Party Provider"), where one of the Parties or the Non-Party Provider performs a local tandem function to complete the traffic between the others. When the transit function is performed by one of the Party's the following shall be applicable:

4.1.1 Prior to either Party providing transit traffic services to the other, the Party requesting transit service must provide notice to the other Party.

4.1.2 Party represents that it will not send Local Traffic to the other Party that is destined for the network of a Non-Party Provider unless and until such Party has the authority to exchange traffic with the Non-Party Provider.

4.1.3 The Party originating traffic will compensate the other Party a Local Transit Traffic rate element of $.003 per Minute Of Usage (MOU).

4.2 All traffic, other than Local Traffic, that transits a tandem will be classified and treated as Meet-Point Billing Traffic, unless otherwise agreed in writing between the Parties.

5.0 Compensation for Termination of IntraLATA and Interstate Interexchange Traffic

5.1 Compensation for termination of intrastate intraLATA Interexchange service traffic will be at the terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in the relevant Party's intrastate access service tariff or price list. Compensation for termination of interstate intraLATA intercompany traffic will be at the terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in the relevant Party's interstate access service tariff.

5.2 In the event that NT&T does not have a filed intraLATA Interexchange tariff for access service, NT&T agrees to utilize rates that do not exceed Windstream's tariffed access rates.

6.0 Compensation for Origination and Termination of Switched Access Service Traffic to or from an IXC (Meet-Point Billing (MPB) Arrangements)

6.1 Compensation for termination of interstate interLATA intercompany traffic will be at access rates as set forth in the relevant Party's applicable interstate access tariffs.

6.2 In the event that NT&T does not have a filed Intralata Interexchange tariff or price list for access service, NT&T will utilize rates that do not exceed Windstream's tariffed access rates.

6.3 The Parties will each establish their respective MPB arrangements applicable to its provision of switched access services to Interexchange Carriers via its access tandem switch and such arrangements will be in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB arrangements will be determined during joint network planning.

6.4 Each Party will maintain provisions in its federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect the MPB arrangements, including MPB percentages, developed in accordance with this Agreement.

6.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the Parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) days of the IBC bill date. A Party that fails to deliver the billing data will be liable to the other for the amount of associated unbillable charges, if any.

6.6 If MPB data is not submitted to the other within ten (10) days of the IBC bill date or is not in the standard EMI format, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received, to and including the date the MPB charge information is actually received. When the receiving Party has requested a delay in transmission of the records, a MPB data delivery charge will not be assessed.

6.7 Windstream and NT&T will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change and results in a new BAR/BACR number.

6.8 Billing to Interexchange carriers for the switched access services jointly provided by the Parties via the MPB arrangement will be according to the multiple bill multiple tariff method. As described in the MECAB document, each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The Party that provides the end office switching will be entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. In those MPB situations where one Party sub-tends the other Party's access tandem, only the Party providing the access tandem is entitled to bill the access tandem fee and any associated local transport charges. The Party that provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as applicable.

6.9 MPB will also apply to all jointly provided traffic bearing the 900, 800 and 888 NPAs or any other non-geographical NPAs which may likewise be designated for such traffic where the responsible party is an IXC.

6.10 Each Party will provide the other a single point of contact to handle any MPB questions.

7.0 Billing Arrangements for Compensation for Termination of IntraLATA, Local Traffic

7.1 With respect to those Exchanges where NT&T intends to provide Local Exchange Service, NT&T will, at a minimum, obtain a separate NXX code for each Exchange or group of Exchanges that share a common Mandatory Local Calling Scope. At such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes separate NXX codes as specified in this paragraph will not be required. At such time as NT&T requests Windstream to establish interconnection to enable NT&T to provide Exchange Services, the Parties will determine the number of NXXs necessary to identify the jurisdictional nature of traffic for intercompany compensation. At such time as NT&T requests additional points of interconnection, the Parties will appropriately define the number of NXXs necessary for the new interconnection points.

7.2 Bills rendered by either Party to the other will be due and payable as specified in the General Terms and Conditions, §8.0.

8.0 Alternate Billed Traffic

8.1 All call types routed between the networks must be accounted for, and revenues settled among the Parties. Certain types of calls will require exchange of billing records between the Parties including intraLATA alternate billed calls (e.g. calling card, bill-to-third party, and collect records and LEC/CTU-provided Toll Free Service records). The Parties will utilize, where possible existing accounting and settlement systems to bill, exchange records and settle revenue.

8.1.1 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third, and collect) will be through the existing CMDS processes, unless otherwise agreed to by the Parties in writing.

8.1.2 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will make its own arrangements

with respect to participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

8.1.3 Non-ICS revenue is defined as revenues associated with collect calls, calling card calls, and billed to third number calls which originate, terminate and are billed within the same Bellcore Client Company Territory. The Parties will negotiate and execute an Agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.

8.1.4 Each Party will provide the appropriate call records to the other for toll free IntraLATA Interexchange Traffic, thus permitting each Party to bill its subscribers for the inbound Toll Free Service. Each Party may charge its tariffed rate for such record provision. No adjustments to data contained in tapes, disks or Network Data Mover will be made by a Party without the mutual Agreement of the Parties.

9.0 Issuance of Bills

9.1 Each Party shall establish monthly billing dates and the bill date will be the same day each month. All bills will be delivered to the other Party no later than ten (10) calendar days from the bill date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. If a Party fails to receive a billing within the time period specified in this Section, the corresponding payment due date will be extended by the number of days the bill is late in being delivered.

ATTACHMENT 13: NUMBERING

1.0 Numbering

1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.

1.2 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.

1.3 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.

1.4 It will be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Bellcore Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG).

1.5 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

2.0 NXX Migration

2.1 Where a Party (first Party) has activated, dedicated or reserved an entire NXX for a single End User, if such End User chooses to receive service from the other Party (second Party), the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an end office operated by the second Party. Such transfer will require development of a transition process to minimize impact on the network and on the End User(s) service and will be subject to appropriate industry lead-times (currently 45 days) for movements of NXXs from one switch to another.

ATTACHMENT 14: NUMBER PORTABILITY

1.0 Service Provider Number Portability (SPNP)

1.1 The FCC First Report and Order in CC Docket 95-116 requires " . . .all LECs to implement a long term service provider portability solution that meets our performance criteria in the 100 large Metropolitan Statistical Areas (MSA) no later than October 1, 1997, and to complete deployment in those MSAs by December 31, 1998." While the FCC declined " .to choose a particular technology for providing number portability", they did establish performance criteria for permanent number portability and aligned expectations with the statutory definition of the Telecommunication Act of 1996 ordering Service Provider Number Portability (SPNP). In a follow-up First Memorandum Opinion and Order on Reconsideration, the commission determined that the technology that meets the performance criteria is Location Routing Number (LRN). LRN is being used by the telecommunications industry to provide SPNP.

2.0 Terms, Conditions Under Which Windstream Will Provide SPNP

2.1 Windstream will not off SPNP services for NXX codes 555, 976, 950.

2.2 Prior to commencement of any service porting or LRN query service, the Parties must have an approved interconnection Agreement along with a conforming, functional direct network interconnection, pursuant to Attachment 4: Network Interconnection Architecture, between and among involved switches and exchanges.

2.3 SPNP applies only when a Customer with an active account wishes to change local Carriers while retaining the telephone number or numbers associated with the account.

2.4 An SPNP telephone number may be assigned by NT&T only to NT&T's Customers located within Windstream's rate center, which is associated with the NXX of the ported number.

2.5 A service order processing charge (Service Order Charge), listed in Appendix B, will be applied to each service order issued by Windstream to process a request for installation, disconnection, rearrangement, changes to or record orders pursuant to this Attachment.

2.6 If NT&T requests a coordinated cutover the charges contained in Appendix B will be applied.

2.7 If NT&T cancels a conversion of an End User, NT&T will notify Windstream of the cancellation by 2:00 Central Time on the day prior to the due date requested on the LSR. If NT&T notifies Windstream of a cancellation after 2:00 Central Time on the day prior to the due date requested on the LSR ("Late Notice"), NT&T will pay the applicable time and material charge contained in Appendix B Price List. In the event of a Late Notice, Windstream does not guarantee that service disruption will not occur to the End User.

2.8 If NT&T cancels or makes a change to an LSR due date, the original LSR will be cancelled, NT&T will issue a new LSR and NT&T shall be charged an additional Service Order charge, listed in Appendix B, for each LSR submitted under this Attachment.

3.0 Obligations of NT&T

3.1 Each Party must offer proof of its certification with applicable regional Number Portability Administration Center (NPAC) prior to requesting SPNP from the other Party.

3.2 Each Party must advise the NPAC of telephone numbers that it imports and the associated data identified in industry forums as is required for SPNP.

3.3 After the initial deployment of SPNP in an MSA, if NT&T wants an Windstream switch to become LRN capable, NT&T must submit a Bona Fide request as provided in §6.0. Windstream will make requested switch LRN capable within the time frame required by the FCC.

3.4 NT&T will conform to NANC guidelines and LERG administration rules in requesting Windstream to open an NPA-NXX for portability in an LRN capable switch.

3.5 NT&T is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of End User emergency services.

3.6 NT&T is required to conform to industry standard Local Service Request (LSR) format and guidelines in ordering and administration of individual service/number ports.

4.0 Obligations of Both Parties

4.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User; the ported telephone number will be released back to the Local Service Provider owning the switch in which the telephone number's NXX is native.

4.2 Either Party may block default routed calls from entering the public switched network when necessary to prevent network overload, congestion, or failure.

4.3 The Parties will conform to industry guidelines referenced herein in preparing their networks for SPNP and in porting numbers from one network to another.

4.4 The Parties will perform all standard SPNP certification and intra-company testing prior to scheduling intercompany testing between the Parties' interconnected networks.

4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required test. These tests will be performed during a mutually agreed time frame and must conform to industry portability testing and implementation criteria in force in the NPAC region.

5.0 Limitations of Service

5.1 Telephone numbers will be ported only within Windstream rate centers as approved by the Nebraska PUC.

5.2 Windstream and NT&T porting rate center areas must comprise identical geographic locations and have common boundaries.

5.3. Telephone numbers associated with Windstream Official Communications Services (OCS) NXXs will not be ported.

5.4 Telephone numbers in NXXs dedicated to choke networks will not be ported.

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ATTACHMENT 18: PERFORMANCE MEASURES

1.0 General

1.1 Windstream will use its best efforts to satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards that are specified in this Agreement or are required by law or regulation. In addition, Windstream's performance under this Agreement shall be provided to NT&T at parity with the performance Windstream provides itself for like service(s).

2.0 Interconnection

2.1 Trunk Provisioning Intervals

2.1.1 Access Service Request (ASR)

Positive acknowledgment of receipt of a non-valid ASR will be made within two (2) business days, provided the ASR is received before 3PM Eastern Standard Time (1PM Mountain Standard Time.) The start time for determining the FOC interval will commence with receipt of a valid ASR. A non-valid ASR will not start the FOC interval.

2.1.2 Firm Order Confirmation (FOC)

An FOC confirming the due date will be sent within two (2) business days (16 business hours) after receipt of a valid ASR subject to facility availability. Subject to availability of facilities service will be implemented (trunks in service) within twenty (20) business days of receipt of a valid ASR.

2.1.3 Performance Expectation

Provided the conditions are met under 2.1.1 and 2.1.2 proceeding, Windstream's performance expectation is to provide 100% due dates met within reporting month. If service levels fall below 95% of the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

2.2 Trunking Grade of Service

2.2.1 Exchange Access (IXC Toll Traffic)

For exchange access traffic routed via an access tandem blocking on each leg will be held to .005 (1/2% blockage).

2.2.2 All Other

All other final routed traffic will be held to .01 (1% blockage).

2.2.3 **Performance Expectation**

Provided the conditions are met under 2.2.1 and 2.2.2 preceding, Windstream's performance expectation is to provide traffic flow 100% of the time. If service levels fall below the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

2.3 Trunk Service Restoration

2.3.1 **Service Affecting**

Service affecting trunk service trouble will be responded to at parity with the performance Windstream provides itself for like service(s). Service affecting trouble is defined as a condition or event affecting 20% or more of the total trunk group and overflows are experienced.

2.3.2 **Non Service Affecting**

Non service affecting trouble will be responded to at parity with the performance Windstream provides itself for like service(s).

2.3.3 **Performance Expectation**

Zero loss of service due to downtime. If service levels fall below the Performance Expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days. Specific time-frames will be listed relative to performance.

3.0 Maintenance Intervals

3.1. **Service Affecting**

Service affecting maintenance trouble will be responded to at parity with the performance Windstream provides itself for like service(s).

3.2 **Non Service Affecting**

Non service affecting trouble will be responded to at parity with the performance Windstream provides itself for like service(s).

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3.3 **Performance Expectation**

Zero loss of service due to downtime. If service levels fall below the Performance Expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days. Specific time-frames will be listed relative to performance.

4.0 Local Service Provisioning Intervals

4.1 Local Service Request (LSR)

Positive acknowledgement of receipt of a non-valid LSR will be made within two business days, provided the LSR is received before 3PM Eastern Standard Time (1PM Mountain Standard Time). The start time for determining the Local Service Request Confirmation (LSCN) interval will commence with receipt of a valid LSR. A non-valid LSR will not start the LSCN interval.

4.2 Local Service Request Confirmation (LSCN)

An LSCN confirming the due date will be sent within two (2) business days (16 business hours) after receipt of a valid LSR subject to facility availability.

4.3 Performance Expectation

Provided the conditions are met under 4.1.1 and 4.1.2 proceeding, Windstream's performance expectation is to provide 100% due dates within the reporting month. If service levels fall below 95% of the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

ATTACHMENT 19: BONA FIDE REQUEST (BFR) PROCESS

1.1 A Bona Fide Request (BFR) must be used when NT&T requests a change to any Services and/or Elements provided hereunder, including features, capabilities, or functionality.

1.2 A BFR shall be submitted in writing by NT&T and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that Windstream has sufficient information to analyze and prepare a response. Such a request also shall include NT&T's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

1.3 Although not expected to do so, NT&T may cancel, without penalty, a BFR in writing at any time. Windstream will then cease analysis of the request.

1.4 Within two (2) business days of its receipt, Windstream shall acknowledge in writing, the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.

1.5 Except under extraordinary circumstances, within twenty (20) days of its receipt of a BFR, Windstream shall provide to NT&T a preliminary analysis of the BFR. The preliminary analysis will include Windstream's proposed price and state whether Windstream can meet NT&T's requirements, the requested availability date, or, if Windstream cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why Windstream is not able to meet NT&T's requested availability date. Windstream also shall indicate in this analysis its agreement or disagreement with NT&T's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If Windstream does not agree with NT&T's designation, it may utilize the Dispute Resolution Process described in the General Terms and Conditions §9.0. In no event, however, shall any such dispute delay Windstream's process of the request. If Windstream determines that it is not able to provide NT&T with a preliminary analysis within twenty (20) days of Windstream's receipt of a Bona Fide Need request, Windstream will inform NT&T as soon as practicable. The Parties will then determine a mutually agreeable date for receipt of the preliminary analysis.

1.6 As soon as possible, but in no event more than thirty (30) days after receipt of the request, Windstream shall provide NT&T with a BFR quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a price quote.

1.7 Unless NT&T agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a BFR will be made as specified in this Agreement, unless otherwise agreed to by NT&T.

1.8 Within thirty (30) days after receiving the firm BFR quote from Windstream, NT&T will notify Windstream in writing of its acceptance or rejection of Windstream's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if Windstream responds that it cannot or will not offer the requested item in the BFR and NT&T deems the item essential to its business operations, and deems Windstream's position to be inconsistent with the Act, FCC, or Commission regulations and/or the requirements of this Agreement, the Dispute Resolution Process set for in the General Terms and Conditions, §9.0 of the Agreement may be used by either Party to reach a resolution.

ATTACHMENT 20: EXCHANGES BY ZONE

Exchange	Zone
Lincoln	1
Beatrice	1
Hastings	1
Nebraska City	1
Peru	1
Plattsmouth	1
Waverly	1
York	1
Ashland	2
Auburn	2
Brownville	2
Ceresco	2
Crete	2
David City	2
Eagle	2
Elmwood	2
Fairbury	2
Friend	2
Geneva	2
Greenwood	2
Hebron	2
Hickman	2
Louisville	2
Malcolm	2
Mead	2
Milford	2
Murray	2
Palmyra	2
Seward	2
Stromsburg	2
Superior	2
Syracuse	2
Wahoo	2
Weeping Water	2
Wilber	2
Wymore	2
Yutan	2
Adams	3
Alexandria	3
Avoca	3
Barneston	3
Beaver Crossing	3
Bellwood	3
Benedict	3
Bennet	3
Bradshaw	3

Brainard	3
Brock	3
Bruning	3
Bruno	3
Burchard	3
Burr	3
Carleton	3
Cedar Bluffs	3
Clatonia	3
Clay Center	3
Colon	3
Cook	3
Cordova	3
Cortland	3
Crab Orchard	3
Davenport	3
Davey	3
Dawson	3
Daykin	3
Denton	3
DeWeese	3
DeWitt	3
Dorchester	3
Douglas	3
Dubois	3
Dunbar	3
Dwight	3
Edgar	3
Elk Creek	3
Exeter	3
Fairfield	3
Fairmont	3
Filley	3
Firth	3
Garland	3
Glenvil	3
Grafton	3
Gresham	3
Guide Rock	3
Hallam	3
Hansen	3
Hardy	3
Harvard	3
Humboldt	3
Ithaca	3
Jansen	3
Johnson	3
Julian	3
Juniata	3
Kenesaw	3

Liberty	3
Martell	3
McCool Junction	3
Milligan	3
Murdock	3
Nehawka	3
Nelson	3
Nemaha	3
Octavia	3
Ohiowa	3
Ong	3
Osceola	3
Otoe	3
Panama	3
Pawnee City	3
Pickrell	3
Pleasant Dale	3
Plymouth	3
Polk	3
Raymond	3
Rising City	3
Ruskin	3
Shelby	3
Shickley	3
Steele City	3
Steinauer	3
Sterling	3
Surprise	3
Sutton	3
Swanton	3
Table Rock	3
Talmage	3
Tamora	3
Tecumseh	3
Tobias	3
Unadilla	3
Union	3
Utica	3
Valparaiso	3
Waco	3
Western	3

ATTACHMENT 21: DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well as terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the Effective Date of this Agreement.

"Access Service Request" or **"ASR"** means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between Windstream and NT&T for local interconnection.

"Act" means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended by the Telecommunications Act of 1996, as may be subsequently amended or, 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.

"Ancillary Services" are services which support, but, are not required for interconnection of telecommunications networks between two or more parties, e.g., 911 (if applicable) and Directory Services.

"**Automatic Location Identification**" or "**ALI**" is a feature developed for E911 systems that provides for a visual display of the caller's telephone number, address, and the means of the emergency response agencies that are responsible for that address. The Competitive Local Exchange Company will provide ALI record information in the National Number Association (NENA) version #2 format.

"**Automatic Location Identification/Data Management System**" or "**ALI/DMS**" means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

"Calling Party Number" or "CPN" is a feature of Signaling System 7 ("SS7") protocol whereby the 10-digit number of the calling party is forwarded from the end office.

"CLASS (Custom Local Area Signaling Service) and Custom Features" means a grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single-line business Customers (e.g., call waiting, call forwarding and automatic redial).

"Commission" or "PUC" or "PSC" means the state administrative agency to which the United States Congress or state legislature has delegated authority to regulate the operations of Local Exchange Carriers ("LECs") as defined in the Act.

"Common Channel Signaling" or "CCS" means a special network, fully separate from the transmission path of the public switched network that digitally transmits call setup and network control data.

"Confidential Information" has the meaning set forth in §6.0 of the General Terms and Conditions.

"Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

"Customer" means, whether or not capitalized, any business, residential or governmental Customer of services covered by the Agreement, and includes the term "End User". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"**Customer Proprietary Network Information**" or "**CPNI**" means information that relates to the quantity, technical configuration, type, destination, and amount of a Telecommunications Service subscribed to by any Customer of a Telecommunications Carrier, and that is made available to the carrier by the Customer solely by virtue

of the carrier Customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a Customer of a carrier.

"Discloser" means that Party to this Agreement which has disclosed Confidential Information to the other Party.

"E911 Service" is a method of routing 911 calls to a PSAP that uses Customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

"Effective Date" is the date indicated in the Preface on which the Agreement shall become effective.

"End Office" means a local Windstream switching point where Windstream Customer station loops are terminated for purposes of interconnection to each other and to the network.

"End User" means, whether or not capitalized, any business, residential or governmental Customer of services covered by the Agreement and includes the term "Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"Enhanced White Pages Listings" means optional features available for residential White Pages Directory Listings (e.g., bold, italics, lines of distinction).

"Exchange" is the geographic territory delineated as an exchange area for Windstream by official commission boundary maps.

"Exchange Access" is defined in the Act.

"Exchange Services" are two-way switched voice-grade telecommunications services with access to the public switched network with originate and terminate within an exchange.

"FCC" means the Federal Communications Commission.

"**ICB**" means individual case basis.

"Incumbent Local Exchange Carrier" or "ILEC" has the meaning given the term in the Act.

"Interconnection" has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

"Interconnection Agreement" means the Agreement between the Parties entitled "Interconnection Agreement Under §§251 and 252 of the Telecommunications Act of 1996," dated July 16, 1996.

"Interexchange Carrier" or "IXC" means a telecommunications provider that provides long distance communications services between LATAs and authorized by the Commission to provide long distance communications services.

"InterLATA" has the meaning given the term in the Act.

"IntraLATA Traffic" means all IntraLATA calls provided by a LEC other than traffic completed in the LECs local exchange boundary.

"**Interconnection Point**" or "**IP**" is the point of demarcation at a technically feasible point within Windstream's interconnected network within the LATA, as specified in *Attachment 4* Section 2.1.1, where the networks of Windstream and NT&T interconnect for the exchange of traffic.
"Local Access and Transport Area" or "LATA" has the meaning given to the term in the Act.

"Local Exchange Carrier" or "LEC" means the incumbent carrier that provides facility-based Exchange Services, which has universal-service and carrier-of-last-resort obligations.

"Local Service Provider" means a non-incumbent carrier licensed by the Commission with the appropriate certification (e.g., a Certificate of Authorization or Service Provider Certificate of Authorization) and authority necessary to provide Exchange Services.

"Local Service Request" or "LSR" means an industry standard form used by the Parties to add, establish, change or disconnect services provided under this Agreement.

"911 Service" means a universal telephone number, which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"Operating Company Number" or "OCN" means nationally recognized company codes set forth in Bellcore's LERG that will be used as the official identification code for each company that provides local exchange telephone service.

"Parties," means Windstream and NT&T collectively.

"Party" means either Windstream or NT&T as applicable.

"**P.01 Transmission Grade of Service**" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"**Percent Interstate Local Usage**" or "**PLU**" is a calculation which represents the ratio of the local minutes to the sum of local intraLATA minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of the PLU.

"**Public Safety Answering Point**" or "**PSAP**" is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

"Recipient" means the Party to this Agreement, which has received Confidential Information from the other Party.

"Service Provider Number Portability/Number Portability" or "SPNP" means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without the impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

"Signaling System 7" or "SS7" means a signaling protocol used by the CCS network.

"Telephone Exchange Service" means wireline exchange connections amongst LEC End Users.

"Telecommunications" has the meanings given in the Act.

"Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called Party.

"Territory" means the incumbent local exchange areas within the states identified in Appendix A

"Undefined Terms" The Parties acknowledge that terms may appear in the Agreement that are not defined and agree that any such terms shall be construed in accordance with their end-user usage in the telecommunications industry as of the Effective Date of this Agreement.

"Windstream" has the meaning set forth in the preamble.

"Work Locations" means any real estate that Windstream owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

ATTACHMENT 22: ACRONYMS

AMA	Automated Message Accounting
ASR	Access Service Request
BAN	Billing Account Number
BFR	Bona Fide Request
BRADS	Bellcore Rating Administrative Data Systems
CAP	Competitive Access Provider
CATS	Calling Card and Third Number Settlement System
CCL	Carrier Common Line
CCS	Common Channel Signaling
CLASS	Custom Local Area Signaling Service
CMDS	Centralized Message Distribution System
CPN	Calling Party Number
CPNI	Customer Propriety Network Information
EAS	Extended Area Service
ELCS	Extended Local Calling Service
EMI	Exchange Message Interface
EUCL	End User Common Line
FCC	Federal Communications Commission
FOC	Firm Order Commitment
ILEC	Incumbent Local Exchange Carrier
IP	Interconnection Point
ISDN	Integrated Digital Services Network
ISDNUP	Integrated Digital Services Network User Part
IXC	Interexchange Carrier
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
LERG	Local Exchange Routing Guide
LOA	Letter of Authority
LRN	Local Routing Number
LSCN	Local Service Request Confirmation
LSP	Local Service Provider
LSR	Local Service Request
MSA	Metropolitan Statistical Area
MTP	Message Transfer Part
MTS	Message Telephone Service
NEBS	Network Equipment Building System
NECA	National Exchange Carrier Association
NIIF	Network Interoperability Interface Forum
NPA	Numbering Plan Area
NPAC	Number Portability Administration Center
NT&T	Nebraska Technology & Telecommunications, Inc.
OCN	Operating Company Number
OLI	Originating Line Information
PIC	Primary Interexchange Carrier
PLU	Percent Local Usage
PON	Purchase Order Number
PSC	Public Service Commission
PUC	Public Utilities Commission
RDBS	Routing Data Base Systems
SLC	Subscriber Line Charge

SONET	Synchronous Optical Network
SPNP	Service Provider Number Portability
SS7	Signaling System 7
STP	Signaling Transfer Point
TCAP	Transaction Capabilities Application Part
Windstream	Windstream

APPENDIX A – Billing Dispute Form

Billing Company Contact Information Section:	
1. Billing Company Name:	2. Billing Contact Name:
3. Billing Contact Address:	4. Billing Contact Phone:
	5. Billing Contact Fax #:
	6. Billing Contact Email:

Disputing Company Contact Information Section:	
7. Disputing Company Name:	8. Disputing Contact Name:
9. Disputing Contact Address:	10. Disputing Contact Phone:
	11. Disputing Contact Fax #:
	12. Disputing Contact Email:

General Dispute Section:				
13. Date of Claim: (yyyy-mm-dd):	14. Status:	15. Claim/Audit Number:		
16. Service Type:				
17. ACNA:	18. OCN:	19. CIC:	20. BAN:	21. Invoice Number(s):
22. Bill Date: 23. Billed Amount: $_____	24. Dispute Reason Code:	25. Dispute Desc:		
26. Disputed Amount: $ 27. Disputed Amount Withheld: $ 28. Disputed Amount Paid: $		29. Dispute Bill Date From: Dispute Bill Date Thru:		

Dispute Information Section:		
30. Rate Element/USOC:		31. Rate: Billed Correct
Factor Information: 32. PIU: Billed Correct 33. PLU: Billed Correct 34. BIP: Billed Correct 35. Other Factors: Billed Correct	36: Jurisdiction Non Jurisdictional Inter/Interstate Intra/Interstate Intra/Intrastate Inter/Intrastate Local	37. Mileage: Billed Correct 38. Contract Name/#: 39. Business/Residence Indicator: 40: State: 41: LATA:

Facilities/Dedicated Circuit Dispute Information Section:	
42. PON: 43 SON: 44. EC Circuit ID: 45 Circuit Location: 46. IC Circuit ID: 47. CFA :	48. TN/All: 49. Point Code: 50. USOC Quantity: 51. Two-Six Code:
52. Facilities From Date: Thru Date:	

Usage Dispute Information Section:		
53. End Office CLLI:	54. TN/All:	
55. Usage Billed Units/Quantity:	56. Usage Billed Units/Quantity Disputed:	
57. Directionality: N/A Orig. Term. Combination	58. Query:	59. Query Type:
60. OC&C SON:	61 OC&C PON:	
62. Usage From Date: Thru Date:		
Information Section:		
63. Tax Dispute Amount:	64. Tax exemption form attached :	
65. Invoice(s) LPC billed: 66. LPC paid, date of payment:		
OTHER		
67. Other remarks		
Resolution Information Section:		
68. Resolution Date:		
69. Resolution Amount: $	70. Resolution Reason:	
71. Adjustment Bill Date:	72. Adjustment Invoice Number:	
73. Adjustment Phrase Code(s):	74. Adjustment BAN/	75. Adjustment SON:
76. Disputed Amount: $	77. Amount Credited: $	
78. Bill Section Adjustment will appear on: OC&C_____ Adjustment_____		
79. Resolution remarks:		

Appendix B: Price List

	Nonrecurring Charges	
	Initial	**Additional**
Service Order Charges		
New [1]		
Residential	$15.00	
Business	$15.00	
Change [2]		
Residential	$10.00	
Business	$10.00	
Disconnect [3]		
Residential	$10.00	
Business	$10.00	
Expedite Charge [4]	$20.00	
Manual Service Order Charges [5]		
Time and Material Charges		
Basic Time per half (1/2) hour	$28.10	$28.10
Overtime per half (1/2) hour	$42.15	$42.15
Premium Time per half (1/2) hour	$56.20	$56.20
Coordinated Cut-Over Charge		
Basic Time per half (1/2) hour	$28.10	$28.10
Overtime per half (1/2) hour	$42.15	$42.15
Premium Time per half (1/2) hour	$56.20	$56.20

Reciprocal Compensation MOU Rate $x.xx

[1] **New** – includes each local number portability request and each new directory listing request.
[2] **Change** - includes any rearrangement or change to an existing service, supplemental requests or existing directory listing.
[3] **Disconnect** – disconnection of a Windstream service or of a Windstream or NT&T directory listing.
[4] **Expedite** - applies if NT&T requests service prior to the standard due date intervals and the expedite request can be met by Windstream.
[5] **Manual** – applies to orders sent via facsimile, electronic mail or US Postal Service when Windstream Express is available.