AGREEMENT FOR
LOCAL INTERCONNECTION

between

Citizens Telecommunications Company of Nebraska

and

New Edge Network, Inc.

Dated: August 1, 2010

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AGREEMENT FOR
LOCAL INTERCONNECTION

This Agreement For Local Interconnection ("Agreement") made this 1st day of August, 2010, is by and between Citizens Telecommunications Company of Nebraska, a Delaware corporation, having its principal place of business at 180 South Clinton Avenue, Rochester, New York 14646 ("Frontier") and New Edge Network, Inc., a Delaware corporation, having its principal place of business at 3000 Columbia House Blvd., Suite 106, Vancouver, WA 97661 ("Carrier"). Frontier and Carrier may also be referred to herein singularly as a "Party" or collectively as "the Parties".

SECTION 1. RECITALS AND PRINCIPLES

Frontier is a telecommunications company authorized to provide telecommunications services in the State of Nebraska; and

Carrier is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the State of Nebraska; and

The Parties have in good faith negotiated, and agreed on local Interconnection terms and conditions as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Frontier hereby covenant and agree as follows:

SECTION 2. GENERAL DEFINITIONS

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

2.1. Access Service is a service that connects interexchange carriers to their End Users located within a local access and transport area (LATA). Access service is used in originating and terminating intraLATA/interLATA toll telecommunications.

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

2.3. Act means the Telecommunications Act of 1934, as amended from time to time.

2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.

2.5. CLLI Codes means Common Language Location Identifier Codes

2.6 Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc.).

2.7. Competitive Local Exchange Carrier (CLEC) means a telephone company certified by the Commission, for Frontier's franchised area, to provide local exchange service within Frontier's franchised area, and which has a Local Exchange Carrier Tariff approved by the Commission.

2.8. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps").
2.9. DS3 is a digital signal rate of 44.736 Mbps.

2.10 End User means the ultimate user or consumer of the telecommunications services being sold or resold by either Party.

2.11 End User Location means the physical location of the premises where an End User makes use of the telecommunications services.

2.12 End User Of Record means the entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service, and making payment in full of charges incurred such as toll, directory assistance, etc.

2.13 Enhanced Services shall refer to services, offered over common carrier transmission facilities, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information. In addition and with out limiting the foregoing, internet, information services, voicemail, and so-called "chat line" services are Enhanced Services**,** of which the voice or TDM component both originates and terminates within the local calling area as defined by Frontier tariffs. If the voice or TDM component does not both originate and terminate within such local calling area, the traffic shall not be covered by this Agreement and shall be subject to interstate or intrastate access tariffs depending on the geographic points of voice or TDM origination and termination.

2.14 Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMI format is contained in ATIS/OBF-EMI-016, an Alliance of Telecommunications Industry Solutions (ATIS) document, which defines industry standards for exchange message records.

2.15 Interconnection in this Agreement is as defined in the Act.

2.16 Internet Service Provider (ISP) Bound Traffic means traffic delivered by a local exchange carrier, indirectly or directly, to a provider of Internet Services, of which the voice or TDM component both originates and terminates within the local calling area as defined by Frontier tariffs. If the voice or TDM component does not both originate and terminate within such local calling area, the traffic shall not be covered by this Agreement and shall be subject to interstate or intrastate access tariffs depending on the geographic points of voice or TDM origination and termination.

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

2.18 Local Traffic shall refer to calls originated by one Party's End Users and terminated to the other Party's End Users within the local exchange area or extended area service toll free calling area as defined in Frontier's tariffs. Local calls must be actually originated by and actually terminated to parties physically located within the same local calling area regardless of the NXX assigned to the calling and called parties.

2.19 Local Service Provider Guide (the "Guide") means the document provided to Carrier by Frontier, included by reference herein, which outlines the process and procedures for ordering and maintaining carrier services. This document may be updated from time to time by Frontier. This document is to be used as reference only and is not a part of this agreement.

2.20 Network Interface Device (NID) is a device that connects the inside wire at the End User Location to a telephone network.

2.21 Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local Traffic.

2.22 Reciprocal Compensation is as Described in the Act.

2.23 Transit Service is the delivery of certain traffic between Carrier and a third party ILEC, CLEC or CMRS provider by Frontier over a separate trunk group between Carrier and Frontier where appropriate trunks exist between Carrier and third party through Frontier's tandem. The following traffic types will be delivered: (I) Local Traffic originated from Carrier to such third-party and (ii) Local Traffic originated from such third-party to Frontier's tandem and terminated to Carrier.

2.24 A Wire Center is the location of one or more local switching systems, a point at which End Users' loops converge.

2.25 VNXX Traffic The Parties will not pay reciprocal compensation on traffic, including Enhanced Services traffic**,** when the traffic does not originate and terminate within the same Frontier Local Calling Area, regardless of the calling and called NPA-NXXs and, specifically, regardless of whether an End User Customer is assigned an NPA-NXX associated with a rate center that is different from the rate center where the End User Customer is physically located. This traffic is also known as "VNXX traffic." Frontier's agreement to the terms in this paragraph is without waiver or prejudice to Frontier's position is that it has never agreed to exchange VNXX traffic with Carrier.

SECTION 3. DEPOSIT and ADVANCE PAYMENT REQUIREMENTS

3.1 Frontier may, in order to safeguard its interest, require Carrier to make a deposit to be held by Frontier as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. A deposit will be returned with interest, at the Commission prescribed deposit rate, if and when Carrier pays its undisputed bills on time for 24 consecutive months.

3.2 Such deposit may not exceed two (2) months' estimated billing.

3.3 The fact that a deposit has been made in no way relieves Carrier from complying with Frontier'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 Frontier providing for the discontinuance of service for non-payment of any sums due Frontier.

3.4 Frontier reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment, or a significant probability of a bankruptcy filing by Carrier.

3.5 In the event that Carrier defaults on its account, service to Carrier will be terminated and any deposits held will be applied to its account.

SECTION 4. CARRIER ACCOUNT SET UP

4.1 Carrier must provide the appropriate Frontier representative the necessary documentation to enable Frontier to establish a master account for Carrier. Such documentation will include a completed Carrier Master Account Questionnaire, proof of authority to provide telecommunications services within Frontier territory, proof that tariffs are on file and approved by the applicable Commission, and a tax

exemption certificate, if applicable. Frontier will have no obligation to begin taking orders for service until after the necessary documents have been provided to Frontier, and the necessary deposit requirements are met.

SECTION 5. SERVICE TO END USER

5.1 Carrier will be the End User of Record for all services purchased from Frontier. Except as otherwise specified herein, Frontier will only take orders from, bill and expect payment from Carrier for all services. Carrier will be Frontier's single point of contact for all services purchased pursuant to this Agreement.

5.2 Frontier will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Frontier.

5.3 Frontier maintains the right to actively market and serve directly any End User within Frontier's serving area. Frontier will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of Carrier.

5.4 Service is furnished subject to the condition that it will not be used for any unlawful purpose. Frontier may refuse to provide service to Carrier when it has reasonable grounds to believe that service will be used in violation of the law.

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

5.6 Frontier may refuse to provide service to Carrier when it has reasonable grounds to believe that service will jeopardize the reliability or efficiency of Frontier's network or interferes with or prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to End Users.

5.7 Carrier will be the single point of contact with Frontier for all subsequent ordering activity resulting in additions or changes to services except that Frontier will accept a request directly from the End User for conversion of the End User's service from Carrier to Frontier or will accept a request from another Carrier for conversion of the End User's service from the Carrier to the other Carrier.

SECTION 6. COORDINATION OF TRANSFER OF SERVICE (EXCLUDING RESALE)

6.1 Coordination of Transfer of Service. To serve the public interest of End Users, the Parties agree that, when an End User transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring End Users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.

6.2 Procedures for Coordinated Transfer of Service Activities. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Frontier may describe some of these procedures in its Guide. Reference to Frontier Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Agreement, including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described herein. If any provision contained in this Agreement and the Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall apply.

6.3 Coordinated Transfer of Service Activities. There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:00 p.m. Monday - Friday excluding holidays. Frontier may charge Carrier for the coordinated transfer of service activities scheduled outside of the specified hours in accordance with Frontier's tariff.

6.4 Letter of Authorization. Each Party is responsible for obtaining a Letter of Authorization (LOA) from each End User initiating transfer of service from one Party to the other Party if necessary. The Party obtaining the LOA from the End User will furnish it to the other Party upon request. The Party obtaining the LOA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature. If there is a conflict between an End User and Carrier regarding the disconnection or provision of services, Frontier will honor the latest dated Letter of Authorization. If the End User's service has not been disconnected and services have not yet been established, Carrier will be responsible to pay the applicable service order charge for any order it has placed. If the End User's service has been disconnected and the End User's service is to be restored with Frontier, Carrier will be responsible to pay the applicable nonrecurring charges as set forth in Frontier applicable tariff to restore the End User's prior service with Frontier.

6.5 Transfer of Service Announcement. Where an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party formerly providing service to the End User will provide a transfer of service announcement, where transfer of service announcement capability is available, on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this End User. The service announcement will be provided, where available, by the Party formerly providing service to the extent and at the price specified in the applicable Frontier tariff.

6.6 Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number. When an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party from which the End User is transferring will honor requests for disconnection and service announcement initiation, where available, from the Party to which the End User is transferring. The Party to which the End User is transferring service will provide to the other Party the End User's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the End User is transferring will coordinate with the other Party the disconnection and service announcement initiation to coincide with the service transfer request date. The service announcement where available will be provided on the vacant number upon disconnect coinciding with the service transfer date. The Parties agree that the installation date will precede the disconnection date.

6.7 Disconnect and Coordination of Number Portability for Service Transfers without Change of Number. When an End User changes service from one Party to the other Party and the End User retains his or her original telephone number(s), the Party from which the End User is transferring will honor requests for disconnection and local number portability, where available, from the Party to which the End User is transferring. The Party to which the End User is transferring will provide the other Party the End User's name, address, current telephone number, and the Location Routing Number (LRN) for LNP, and the date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnection, the connection, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

6.8 Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one End User that includes multiple requests for transfers where the End User will retain one or more telephone numbers.

6.9 Bulk Requests for Transfer of Service. From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for End Users having the same billing account number.

6.10 Access to the Network Interface Device (NID). Each Party will allow the other Party access to the End User side of the NID consistent with FCC rules. The Party to which the End User is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the End User is transferring service. Where a NID is of the type which provides for End User access to one side of the NID, the Party to which the End User is transferring service may elect to remove the inside wire at the connection(s) within the End User side of the NID. Where a NID is of an older type not allowing access to the End User side of the NID, the Party to which the End User is transferring service must make a clean cut of the inside wire at the closest point to the NID.

6.11 Expedited Order Charge. Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charges are listed in Attachment 7, Pricing.

6.12 Service Date Modifications/ Carrier Not Ready. Carrier may request a change in due date at least 24 hours prior to the originally scheduled due date. Supplemental charges will apply when a request for a new due date is received after the LSR has been confirmed via firm order commitment (FOC). Supplemental order charges are listed in Attachment 7, Pricing. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, than expedited order charges will apply. If the request for modification to the service date occurs within twenty-four (24) hours of the scheduled due date, Carrier will be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges will apply. These charges will apply on a per occurrence basis.

SECTION 7. AUDIT

7.1 Subject to the terms and conditions of this Section, and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, each Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records and other documents that relate solely to the Parties' billing to the other Party under this Agreement and to the identification of traffic subject to this Agreement, once each year at the conclusion of each calendar year, in order evaluate the accuracy of such other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed to by the Parties no later than thirty (30) days after notice thereof to such other Party.

7.2 Each Audited Party shall use reasonable efforts to promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the Dispute Resolution Section of the General Terms and Conditions of this Agreement.

7.3 Each Audited Party shall cooperate fully in any such audit, providing reasonable access to any such auditors, providing reasonable access to any and all appropriate employees and relevant books, records and other documents reasonably necessary to assess the accuracy of its bills.

7.4 Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered incorrect net variances or errors in invoices in favor of the Audited Party having an aggregate value of no less than five percent (5%) of the total amount payable by the Auditing Party during the period covered by the audit.

7.5 All audits shall be conducted at the sole cost and expense of the Auditing Party.

7.6 Upon (i) the discovery by either Party of the overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse to the Party thereto the amount of any overpayment together with interest thereon at a rate of 0.5% per month.

SECTION 8. DISPUTE RESOLUTION

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. In the event that the Parties are unable to resolve a default or other dispute, the Parties shall then submit the matter to the Commission or another mutually agreed upon mediator for non-binding mediation. If mediation is unsuccessful, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties and the dispute. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

SECTION 9. FORCE MAJEURE

If the performance of the Agreement or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

9.1 Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;

9.2 War, revolution, civil commotion, acts of public enemies, terrorism, blockade or embargo;

9.3 Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;

9.4 Labor difficulties, such as strikes, picketing or boycotts;

9.5 Delays caused by other service or equipment vendors;

9.6 Any other circumstance beyond the reasonable control of the Party affected;

then the Party affected, upon giving notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use reasonable efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

SECTION 10. REGULATORY APPROVALS

10.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

10.2 In the event the FCC or the Commission promulgates rules or regulations, rates or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful or changes the intent of any provision of this Agreement, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such

rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in the Dispute Resolution Section of this Agreement.

10.3 The Parties acknowledge that terms of this Agreement were established pursuant to FCC and Commission orders. Nothing in this Agreement shall be deemed an admission by the Parties regarding the interpretation or effect of these rules or orders or an admission by either party that the existing rules or order shall not be changed, vacated dismissed or modified.

10.4 The Parties jointly agree to cooperate in the filing of this Interconnection Agreement and share equally the expenses associated with obtaining Commission approval.

SECTION 11. ENTIRE AGREEMENT

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 will 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.

SECTION 12. TERM OF AGREEMENT

12.1 This Agreement will become effective upon the first business day following the date this Agreement has been approved by the Commission and will continue for a period of one (1) year unless terminated earlier under the conditions set forth herein. This Agreement will be automatically renewed for successive periods of six (6) months after the initial term unless either Party provides the other Party with no less than ninety (90) day's prior, written notification of, in the case of Frontier, its intent to terminate this Agreement, or, in the case of either Party, its desire to renegotiate at the end of the initial or any successive period. If Carrier does not respond to Frontier's written notification of the intent to terminate the Agreement prior to the expiration of the Agreement term, the Agreement will terminate and not renew at the end of the Agreement term. Either Party may send a request to renegotiate this Agreement upon its termination and the Parties intend that the negotiation and arbitration processes of the Act will be applicable to such a request. The date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under Section 252 of the Act. The Parties intend that a renegotiated or arbitrated Agreement will be effective as of the date of termination of this Agreement and any new negotiated or arbitrated rates will be subject to true-up as of the termination date of this Agreement.

12.2 Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

12.3 Termination upon Ordering and Implementation Inactivity. Notwithstanding anything to the contrary contained herein, Frontier may terminate this Agreement in the event Carrier has not (a) placed any initial orders for any of the services to be provided pursuant to this Agreement and (b) implemented any said services to Carrier customers within one (1) year from the Effective Date of this Agreement.

SECTION 13. INSURANCE

13.1 Carrier will carry or cause to be carried the following insurance coverage which will be paid for and maintained at all times during the term of this Agreement. Such coverage will be provided through an insurance provider with an A.M. Best financial rating of "A" or better. Frontier shall be named as an additional insured on all applicable policies as specified below except for Workers' Compensation.

(i) Commercial General Liability Insurance with a minimum limit of liability of $2,000,000.00 combined single limit for each occurrence for bodily injury including death, and property damage.

Such coverage under the Contractual Liability section will be broad enough to cover the terms and conditions of the Indemnification clause included with this Agreement. Coverage for explosion collapse and underground (**"x, c, u"**) will be included.

(ii) Business Automobile Liability Insurance with a minimum limit of liability of $2,000,000.00 combined single limit for each occurrence for bodily injury, including death, and property damage, covering any automobile used and or operated by, or on behalf of the Carrier on Frontier's Real Property.

(iii) Workers Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of $500,000 each accident, $500,000 disease - each employee, $500,000 disease - policy limit.

(iv) Excess Liability Insurance with a minimum limit of $10,000,000. The limit of liability under this insurance may be increased accordingly to satisfy the minimum limit requirements under the Commercial General Liability, Business Automobile Liability and Employer's Liability Insurances.

(v) Property Insurance in an amount sufficient to cover the cost of replacing Carrier's Equipment on Frontier's property or located at or used at Frontier's facility. Such insurance policy will provide that the insurance company will waive all rights of recovery by way of subrogation against Frontier in connection with any damage covered by the policy.

(vi) Upon the commencement of this Agreement and upon renewal of any policy referenced, satisfactory evidence of compliance with such insurance requirements will be issued to the Frontier. The insurance companies referenced on such evidence will give the Licensor at least thirty (30) days advance written notice of any material change to, and/or cancellation of any of the policies referenced in such evidence.

(vii) All insurance must be in effect on or before the occupancy date and shall remain in force as long as Carrier's facilities remain within any spaces governed by this Agreement. If Carrier fails to maintain the coverage, Frontier may pay the premiums thereon and Carrier shall reimburse Frontier for such payments.

(viii) Carrier shall present a certificate of insurance reflecting the coverage specified in 6.1.1 (a), (b), (c), (d) and (e) above prior to the commencement of the work called for in the Agreement. Carrier shall arrange for Frontier to receive thirty (30) days advance notice of cancellation from its insurance companies.

(ix) Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

SECTION 14. AMENDMENT OF AGREEMENT

No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

SECTION 15. WAIVERS

15.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

15.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

15.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 16. INDEPENDENT CONTRACTORS

Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

SECTION 17. LIMITATION OF LIABILITY

17.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed.

17.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 17.1, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

17.3 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, termination, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

SECTION 18. INDEMNITY

18.1 Each Party will defend, indemnify, and hold harmless the other Party from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

18.2 Each Party will defend, indemnify, and hold harmless the other Party and/or acquire any license or right for the benefit of the other Party, arising from any claim, demand or proceeding (hereinafter "Claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or other

facilities, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Frontiers or Carrier under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party. Each Party's indemnification obligation will be to the extent of infringement by the indemnifying Party

18.3 The indemnified Party will notify the indemnifying Party promptly in writing of any claims, lawsuits, or demands by third Parties for which the indemnified Party alleges that the indemnifying Party is responsible under this Section and if requested by the indemnifying Party, shall tender the defense of such claim, lawsuit or demand.

(1) In the event the indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the indemnified Party may proceed to defend or settle said action and the indemnifying Party shall hold harmless the indemnified Party from any loss, cost, liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

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

18.4 Notwithstanding any other provisions of this Agreement, in the case of claims or loss alleged or incurred by an End User Customer of Carrier arising out of or in connection with services provided to the End User Customer by Carrier, Carrier shall defend and indemnify Frontier and its officers, directors, employees and agents against any and all such claims or loss by Carrier's End User Customers.

SECTION 19. DISCLAIMER OF WARRANTIES

19.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS), THE PARTIES AGREE THAT FRONTIER HAS NOT MADE, AND THAT THERE EXISTS, NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY CARRIER OF FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY FRONTIER UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

19.2 It is the express intent of the Parties that each Party be solely responsible for all claims of its End Users, including, without limitation, any credits or adjustments that may be issued or required to be issued to its End Users.

SECTION 20. <u>ASSIGNMENT</u>

Any assignment or delegation by either Party to any non-affiliated entity or to any affiliated entity that is not certificated as a local exchange Carrier 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 assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an affiliate that is certificated as a local exchange Carrier shall provide written notice to the other Party. 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.

SECTION 21. <u>CONTROLLING LAW</u>

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

SECTION 22. SEVERABILITY

Subject to Section 10, Regulatory Approval, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement, which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

SECTION 23. NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES

23.1 Nothing herein contained shall be construed as creating a partnership or joint venture by or between the Parties.

23.2 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

SECTION 24. CHARGES AND PAYMENTS

24.1 In consideration of the services provided by Frontier under this Agreement, Carrier shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services provided by Carrier under this Agreement, Frontier shall pay the charges set forth in this Agreement. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

TO CARRIER
New Edge Network, Inc.
Attention: Network Cost Management
3000 Columbia House Blvd., Suite 106
Vancouver, WA 98661

TO FRONTIER:
Frontier Communications
Attention: Access Billing
P.O. Box 92713
Rochester, NY 14692

24.2 A monthly billing statement with a consistent, regular bill date shall be prepared by each Party and will reflect the calculation for amounts due under this Agreement. All bills dated as set forth above will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the first business day after the Saturday, Sunday or Legal Holiday. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.

24.3 Billing: The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

24.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Billed Party) shall within thirty (30) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount.

24.3.2 In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty.

24.3.3 In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty as set forth herein.

24.3.4 Undisputed amounts shall be paid when due as set forth in Section 24.2 above. If any payment or portion thereof is either received by the Billing Party in funds that are not immediately available to the Billing Party or not received by the bill due date, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

24.4 Both Parties shall use the Dispute Resolutions procedures as described herein.

SECTION 25. <u>DEFAULT</u>

25.1 In the event of breach of any material provision of this Agreement by either Party, the non breaching Party shall give the other Party written notice thereof, and:

25.1.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within ten (10) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

In addition, if such material breach is for non-payment of amounts due hereunder and such amounts have not been disputed, the non-breaching Party may:

(1) refuse additional applications for any service provided under this Agreement;

(2) refuse to complete any pending orders for additional services any time thereafter, and/or;

(3) on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the Commission, to the person designated to receive such notice, discontinue the provision of existing services at any time thereafter.

25.1.2 If the non-breaching Party does not refuse additional applications for additional services, and the non-payment continues, nothing contained herein shall preclude the non-breaching Party

from refusing additional applications for services without further notice. If the non-breaching Party discontinues provision of the additional services, all applicable charges, including termination charges, shall become due. If the non-breaching Party does not discontinue the provision of services on the date specified in the thirty (30) days notice, and the nonpayment continues, nothing contained herein shall preclude the non-breaching Party from discontinuing the provision of services without further notice.

25.1.3 Frontier reserves the right to refuse an application for additional services made by any entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Carrier, so long as Carrier or any such entity is indebted to Frontier for services previously furnished, until the indebtedness is satisfied. In the event that services are provided to Carrier or an entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Carrier, such services may be terminated by Frontier unless Carrier satisfies the indebtedness owing to Frontier within thirty (30) days after written notification. Such notification shall be made by certified U. S. mail to the person designated by Carrier to receive such notices.

25.1.4 If such material breach is for any failure to perform in accordance with this Agreement, other than for non-payment of amounts due hereunder, or if either Party is otherwise in violation of the law, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within sixty (60) days of such notice, and if breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

SECTION 26. CONFIDENTIALITY AND PUBLICITY

26.1 All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms provided herein.

26.2 As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Frontier Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

26.3 Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

26.3.1 each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

26.3.2 it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

26.3.3 upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.

26.4 Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

26.4.1 is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or

26.4.2 was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or

26.4.3 was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or

26.4.4 is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or

26.4.5 is approved for release by written authorization of the disclosing Party; or

26.4.6 is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

26.4.7 is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

26.5 Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

26.6 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

26.7 All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

26.8 Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

SECTION 27. <u>NO RIGHTS TO THIRD PARTIES</u>

This Agreement will not provide any third party, including, but not limited to any End User of Carrier, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

SECTION 28. <u>HEADINGS</u>

The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

SECTION 29. <u>EXECUTION IN DUPLICATE</u>

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.

SECTION 30. NOTICES

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows:

TO CARRIER:

New Edge Networks, Inc.
Attention: External Affairs
3000 Columbia House Blvd., Suite 106
Vancouver, WA 97661

TO FRONTIER:

Frontier Communications
Attn: Kim Czak, AVP Carrier Service
180 South Clinton Avenue
Rochester, NY 14646
Telephone No. (585) 777-7124

AND

Frontier Communications
Attn: Associate General Counsel
180 S. Clinton Ave, 7th Floor
Rochester, NY 14646

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

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

New Edge Network, Inc.

By: _____

Typed: Cardi Prinzi

Title: President, New Edge Network, Inc.

Date: July 28, 2010

Citizens Telecommunications Company of Nebraska

By: _____

Typed: Stephen Levan

Title: VP Carrier Sales & Service

Date: 8.24.10

ATTACHMENT 1

INTERCONNECTION

ATTACHMENT 1 – INTERCONNECTION

The Parties hereto, agree to interconnect their facilities and networks for the transport of Local Traffic as follows:

SECTION 1. Interconnection Trunking Arrangements

1.1 The Parties will interconnect their networks as specified in the terms and conditions contained herein. POIs set forth in this Attachment, may be modified from time to time by either Party with the written consent of the other Party, which consent will not be unreasonably withheld. Carrier will agree to establish each POI at a technically feasible point on Frontier's network. In order to establish direct Interconnection, a POI is required at one or more of the following locations:

a) POI at the Frontier local tandem switch where available which will provide switched Interconnection to Frontier End Users served by subtending host and remote offices.

b) POI at the Frontier Host switch, which will provide switched Interconnection to Frontier's End Users' served by that host office and subtending remote offices.

1.2 In order for Carrier to establish a POI, a request will need to be submitted using the POI Request Form located at www.frontier.com

1.3 The Parties agree to exchange traffic indirectly subject to 1.3.1 below.

1.3.1 The Parties agree that a direct interconnection is mutually beneficial and desirable when the volume of Telecommunications Traffic exchanged between the Parties equals or exceeds a DS1 level over three (3) consecutive months. If such level of indirect traffic is reached between Carrier's network and a given Frontier end office, the Parties will negotiate in good faith the mutual need for a direct interconnection between Carrier's network and the affected Frontier end office. At no time will Carrier request Frontier to route traffic indirectly from a Frontier operated tandem to another 3rd party tandem.

1.4 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Frontier be required to modify its network to accommodate the Interconnection request made by Carrier, Carrier agrees to pay Frontier reasonable charges for such modifications. If Carrier uses a third party network to reach the POI, Carrier will bear all third party Carrier charges for facilities and traffic in both directions on its side of the POI.

1.5 Carrier will be responsible for establishing separate trunk groups for:

1.5.1 Local Traffic including ISP Bound Traffic and locally-dialed Enhanced Services traffic.

1.5.2 Access Services to enable Interexchange Carriers to originate and terminate traffic from/to Carrier or for Carrier and Frontier to exchange traffic other than Local Traffic.

1.5.3Transit Service traffic when connected to a Frontier tandem.

1.5.4 Carrier's services as an interexchange service provider are subject to Frontier's access tariffs.

1.5.5 Connecting Carrier's switch to the applicable E911 routers. If Carrier purchases such services from Frontier, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from Carrier will be processed.

1.6 The Parties mutually agree that all Interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical Interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.

1.7 Interconnection will be provided via two-way trunks. The only compensation or other responsibility for payment for terminating traffic from the POI onward shall be Reciprocal Compensation, if applicable and/or Transit Service charges where a Frontier tandem is used to reach a third party's network and/or Switched Access charges where Carrier is acting as an Interexchange Carrier. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for Interconnection between the Parties will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All Interconnection facilities and trunking will be ordered using industry standard ASR as referenced in Frontier's Local Service Provider Guide.

1.8 Carrier will not expect Frontier's local end office switches to act as a tandem on the Carrier's behalf nor will Frontier expect the Carrier's local end office switches to act as a tandem on Frontier's behalf.

1.9 This Agreement is applicable only to Frontier's serving areas. Frontier will not be responsible for Interconnections or contracts relating to any Carrier's Interconnection with any other service provider or telecommunications carrier.

1.10 If Carrier provides service using an NPA-NXX assigned to a rate center where Frontier provides extended area service or an applicable regulatory authority approved optional calling plan, and Carrier chooses to indirectly interconnect by using the tandem switching facilities of a third party, Frontier will have no obligation to route and rate traffic to Carrier's NPA-NXX as an EAS call or pursuant to an optional calling plan unless Carrier has established a trunking and transiting arrangement for this traffic with Frontier and the other telecommunications carrier(s) utilizing the trunk and providing transiting service for the traffic.

1.11 If a Carrier End User customer ports a number from Carrier to another carrier and Frontier routes a call to that ported number to Carrier, Carrier will route the call to the new carrier and may assess Frontier a charge not to exceed Frontier's charge for an non-queried call.

1.12 Signaling Systems and Administration

1.12.1 The Parties will, where Frontier has the capability, interconnect their networks using SS7 signaling associated with all Interconnection trunk groups as defined in Telcordia GR-246 "Bell Communications Research Specification of Signaling Systems 7 (SS7) and GR-905, "Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network (ISDN) User Part (ISUP) "including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the Interconnection of their networks. For glare resolution, Frontier will have priority on odd trunk group member circuit identification codes, and carrier will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.

SECTION 2. <u>Testing and Trouble Responsibilities</u>

The Parties agree to:

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

2.2 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

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

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

2.5 Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the Interconnection trunks prior to referring any trouble to each other.

2.6 Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.

2.7 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

2.8 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the Interconnection trunks, and any of the following conditions exist:

2.8.1 No trouble is found in the Interconnection trunks; or

2.8.2 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

2.8.3 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits.

2.8.4 If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

2.8.5 Billing for maintenance service is based on Frontier's respective tariff.

SECTION 3. <u>Interconnection Forecasting</u>.

3.1 Semi-annually Carrier will provide Frontier a one (1) year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available.

3.2 The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

3.3 If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six month period, either Party may issue an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. The grade of service for all final facilities between Frontier's central office and Carrier's will be engineered to achieve P.01 grade of service.

SECTION 4. <u>Reciprocal Compensation for the Transport and Termination of Interchanged Traffic</u>.

4.1 The Parties agree to exchange ISP Bound Traffic on a bill and keep basis between the Parties such that neither Party owes the other Party any compensation for the origination, transport or termination of such traffic. The preceding sentence applies only to the exchange of traffic between these Parties and a separate determination of what ISP Bound Traffic was exchanged between Frontier and any other party adopting this Agreement under 47 U.S.C. § 252(i) shall be required in order to determine the appropriate compensation of ISP-Bound Traffic between Frontier and any such other party.

4.1.1 Neither Party expects to terminate material amounts of Local Traffic to the other Party, and to the extent the Parties terminate Local Traffic they expect the volume of Local Traffic each Party terminates to be comparable, thereby justifying the use of combined trunks for Local Traffic and ISP Bound Traffic under Attachment 1, Section 1.4. As such it will not be possible to identify Local Traffic and the Parties will reciprocally compensate each other using bill and keep.

4.2 The Parties will exchange Enhanced Services traffic other than ISP-Bound Traffic on a bill and keep basis.

4.2.1 The fact that ISP Bound Traffic and de minimus amounts of Local Traffic are compensated for on a bill and keep basis shall not change the compensation set forth in this Agreement for any other traffic or services, including but not limited to facilities for Interconnection under Section 1 of this Attachment 1, Access Services traffic, wireless traffic, and Transit Service traffic.

4.3 All other Traffic, regardless of the protocols used in connection with such traffic, other than ISP Bound Traffic, Local Traffic, Enhanced Services traffic, 911 traffic and Transit Service traffic, shall be terminated to a Party subject to that Party's tariffed access charges.

SECTION 5. <u>Transit Service</u>

5.1 Carrier shall compensate Frontier for Transit Service as follows:

Carrier shall pay Frontier a Transit Service charge as set forth in Attachment 7, Pricing for Transit Service originated by Carrier to any third party carrier, or terminated to Carrier from a third-party Incumbent Local Exchange Carrier.

5.1.1 Each Party acknowledges that Frontier does not have any responsibility to pay any charges for termination of any transit traffic originating from a non-Party's network.

ATTACHMENT 2

ANCILLARY SERVICES

ATTACHMENT 2 ANCILLARY SERVICES

SECTION 1. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

1.1 Carrier agrees to provide to Frontier or its publisher, as specified by Frontier, all subscriber list information (including additions, changes and deletions) for Carrier's End Users and those of any resellers of Carrier services, located within Frontier's operating areas. It is the responsibility of the Carrier to submit directory listings in the prescribed manner to Frontier prior to the directory listing publication cut-off date, which is posted at www.Frontier.com under Carrier Services then Directory Services.

1.2 Frontier will include Carrier's End User primary listings in the appropriate sections of its telephone directories (residence and business listings). Listings of Carrier's End Users will be inter-filed with listings of Frontier's End Users and the End Users of other LECs, in the local section of Frontier's directories.

1.3 Carrier will identify any of these subscribers that are "non-published" End Users. Carrier will provide Frontier with the directory information for all its End Users in the format specified in the Frontier Local Service Provider Guide. Subscriber list information will include the End User's name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Frontier including ACNA/CIC or CLCC/OCN, as appropriate with each order, to enable Frontier the ability to identify listing ownership. Carrier will provide all subscriber listings at no charge to Frontier or its publisher.

1.4 Carrier's End Users standard primary listing information in the telephone directories will be provided at no charge.

1.5 Carrier is responsible for all listing questions and contacts with its End Users including but not limited to queries, complaints, account maintenance, privacy requirements and services. Carrier will provide Frontier with appropriate internal contact information to fulfill these requirements.

1.6 Frontier will accord Carrier directory listing information the same level of confidentiality, which Frontier accords its own directory listing information. Carrier grants Frontier full authority to provide Carrier subscriber listings, excluding non-published telephone numbers, to other directory publishers and will indemnify Frontier and its publisher from and against any liability resulting from the provisioning of such listings. In exchange for Frontier providing this subscriber list service, Frontier will charge, bill, collect and retain any monies derived from the sale of Carrier listings to other directory publishers.

1.7 Frontier will distribute its telephone directories to Carrier's End Users in a manner similar to the way it provides those functions for its own End Users in Frontier's service territory. For Carrier End Users whose listings are not maintained in a Frontier database, Carrier shall provide the information needed for the distribution of listings in book form to such End Users.

1.7.1 Carrier is responsible for sending to Frontier at the posted date an approximate directory count for its End Users for the purpose of ensuring an adequate quantity is printed.

1.7.2 Carrier is responsible for providing information that includes distribution address and book quantities to Frontier. Frontier will place the same restrictions on the Carrier's End Users as it does for itself when assigning book quantities.

1.8 Carrier will adhere to all practices, standards, and ethical requirements of Frontier with regard to listings, and, by providing Frontier with listing information, warrants to Frontier that Carrier has the right to place such listings on behalf of its End Users. Carrier agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person, to be listed, is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. Carrier shall be solely responsible for knowing and adhering to state laws or rulings regarding listing information and for supplying Frontier with

applicable listing information. In addition, Carrier agrees to release, defend, hold harmless and indemnify Frontier from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Frontier's listing of the information provided by Carrier hereunder.

1.9 Frontier's liability to Carrier in the event of a Frontier error in or omission of a listing will not exceed the amount of charges actually paid by Carrier for such listing. In addition, Carrier agrees to take, with respect to its own End Users, all reasonable steps to ensure that its' and Frontier's liability to Carrier's End Users in the event of a Frontier error in or omission of a listing will be subject to the same limitations that Frontier's liability to its own End Users are subject to.

ATTACHMENT 3

COLLOCATION

ATTACHMENT 3 COLLOCATION

SECTION 1. DEFINITIONS

1.1 Space - For the purposes of this agreement Space shall refer to either partitioned (caged) or unpartitioned space (cageless), unless specified otherwise and mutually agreed upon. An enclosed secure area, designated by Frontier within a Frontier Central Office, of a size and dimension specified by the Carrier and agreed to by Frontier. Partitioned Space is subject to a minimum size requirement of one-hundred (100) square feet of assignable space or such lesser amount agreed to by both parties. Frontier shall design and construct at Carrier's expense, subject to Carrier's pre-approval of the price, a cage or room to establish a clear division between Frontier's and Carrier's area, and for purposes of securing the space for the Carrier's equipment. Un-partitioned space will have a minimum size of one equipment bay, which shall be deemed the equivalent of 15 sq. feet.

1.2 Cable Space - Any passage or opening in, on, under, over or through the Central Office cable structure (e.g., electrical metallic tubing, cable vault or alternate splicing chamber, etc.) required to bring cable to the Space.

1.3 Conduit Space - Any reinforced passage or opening in, on, under, over or through the ground between the feeder route conduit system ("Manhole "0") and cable vault location capable of containing communications facilities, and includes: cable entrance facilities; main conduit; ducts; inner ducts; gas traps; underground dips such as short sections of conduit under roadway, driveways, parking lots and similar conduit installations that are required to bring the Carrier provided fiber optic feeder cable into the Frontier Central Office.

1.4 Carrier's Facilities - The telecommunications cables and equipment owned or leased by the Carrier, whether installed by Frontier or the Carrier that are for the sole use of Carrier in connection with equipment installed within its Space.

1.5 Design and Construction Work - All work by Frontier, including but not limited to, space design and preparation, the rearrangement of existing facilities, design and construction of Partitioned Space enclosure, design and placement of required support structure or any other activity required to accommodate the installation of Carrier's facilities in the Frontier space(s) covered under this Agreement. Similar work required by Carrier after initial installation solely because of the existence of the Carrier's Facilities shall be referred to as "Additional Design and Construction," and shall be at Carrier's expense, subject to Carrier's pre-approval of the price of the work to be performed.

1.6 Cross Connect Fee - A monthly fee charged to Carrier to compensate Frontier for the cable connection from Frontier’s facilities to the point of termination for Carrier’s collocation facilities.

1.7 Manhole - An underground enclosure where conduit(s) are terminated and which provides ready access to conduit system.

1.8 Other Carriers - Any person, corporation, or other legal entity other than Carrier herein, to whom Frontier has extended or hereafter shall extend an authorization to occupy its Central Office(s) or conduit system(s).

1.9 Post-Installation Inspection - The work activities performed to visually observe Carrier's equipment and cable facilities and equipment installation during and shortly after the completion of the installation of such equipment and facilities to determine that all occupancies conform to the standards required by this Agreement as set forth in Frontier’s Safety Manual.

SECTION 2. USE OF SPACE

2.1 The sole use of Space by Carrier is to place equipment owned or leased, installed, operated and maintained by Carrier, which interconnects with Frontier facilities for the exchange of Local Traffic or for access to UNEs. Carrier may not locate its switching equipment in the Space. Carrier may not interconnect equipment or facilities in its Space with equipment or facilities within another Carrier's Space without the specific written consent of Frontier which permission shall not be unreasonably withheld. Any violation of this paragraph shall be deemed a material breach of this Agreement.

2.2 A Carrier may provide or make available to any third-party space within the Carrier's Partitioned Space only upon prior written notice to Frontier and only if Carrier remains ultimately responsible for any such third-party action and the third-party Carrier enters into applicable agreements, including a collocation agreement with Frontier which will be substantially similar to this Agreement but without charge for physical real estate space within Carrier's Partitioned Space. Any violation of this paragraph shall be deemed a material breach of this Agreement.

2.3 Carrier may place in Space the equipment which meets the standards specified in Frontier's Safety Manual, or compliant with NEBS standards (which ever holds the higher standard). In addition, Carrier, as specified in Frontier's Safety Manual, is also permitted to place in Partitioned Space ancillary equipment such as cross-connect frames, as well as storage cabinets and work surfaces (e.g., tables). To help ensure the availability of sufficient space for all Carriers, Carrier may order for office communications within the Space from Frontier, business message rate service under Frontier's applicable tariffs. Carrier will provide, install and maintain in Space any repeaters, which may be necessary as a result of the physical distance between Space and the Central Office terminations of Frontier facilities and services. Carrier's equipment and installation of Carrier's equipment must comply with all applicable Federal, State, and Local environmental, health and safety requirements (hereafter "EHS requirements"), as well as Frontier's Policies and Practices relating to fire, safety, health, environmental, and network safeguards as set forth in Frontier's Safety Manual. Carrier agrees its equipment and installation activities will not materially impact Frontier's services or facilities. Carrier shall bear all cost of modifying and maintaining its equipment and the Space as required to comply with the EHS requirements, and policies and practices set forth in Frontier's Safety Manual.

SECTION 3. OCCUPANCY

3.1 Occupancy for all spaces will be granted upon completion of the Design and Construction Work including "cut down" of Frontier Cabling at the Point of Termination based on the requested DS-3, DS-1, and voice grade Interconnections identified by Carrier in the applicable Application for Collocation (Exhibit B). Frontier will provide occupancy of the space(s) at each affected Central Office on time as specified in the specific Collocation Schedule for that particular Central Office. However, if Frontier fails, for any reason beyond its reasonable control, to provide occupancy of the space(s) at the specified time(s), Frontier shall not be liable to Carrier for such delay. In the event that Frontier is delayed in providing occupancy to Carrier for any reason other than the acts or omissions of Carrier, Carrier shall not be obliged to pay the license, power or house service fees for such space(s) under this Agreement until the date Frontier provides occupancy to Carrier. Except for Force Majeure events or the acts or omissions of Carrier, in the event of delay in Frontier's provision of the Space continues for sixty (60) days after the time set forth in the Collocation Schedule, Carrier shall have the option of canceling such collocation request. Carrier shall pay Frontier, charges it has incurred in preparing Carrier's Space up to the point of cancellation.

3.2 Frontier shall have the right, for good cause shown, upon a minimum of four (4) months notice, to reclaim any Space, Cable Space or Conduit Space, if necessary, in order to fulfill its obligations under the applicable law to provide telecommunications services to its End Users. In the event of such reclamation, Frontier shall use its best efforts to provide Carrier with alternative space if feasible. In the event of a dispute under this Agreement, the dispute shall be resolved per the Dispute Resolution Section outlined in the General Terms and Conditions. Provided Carrier has brought such dispute in good faith, Frontier shall take no action to remove Carrier before resolution of the dispute.

3.3 Frontier shall have the right to terminate this Agreement at any time with respect to any Space and associated Cable or Conduit Space(s) where the Central Office premises becomes the subject of a taking by eminent authority having such power. Frontier shall notify Carrier that a taking by eminent domain of Frontier premises may occur or is contemplated for those facilities where Carrier has an interest under this Agreement. Frontier shall also provide Carrier with written notice of the outcome of such eminent domain procedure and identify the schedule by which Carrier must proceed to have Carrier's equipment or property removed from the Space(s) and associated Cable, and Conduit Space. Carrier shall have no claim against Frontier for any relocation expenses, any part of any award that may be made for such taking or value of any unexpired initial term or Renewal Periods that results from a termination by Frontier under this provision, or any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing Carrier from making its own claim against the eminent authority ordering the taking of the Central Office premises.

3.4 Carrier may terminate this Agreement as to any Space or portion thereof; Partitioned Space must be relinquished in (20) square feet increments and Cageless Space must be relinquished in one bay increments. Cable and Conduit Space, D.C. Power and Emergency A.C. Power described in Exhibit A may be reduced or relinquished by giving ninety (90) days prior written notice to Frontier. However, any remaining Partitioned Space licensed under this Agreement may not be less than one-hundred (100) square feet, unless a lesser amount was originally occupied or agreed to by both parties. Any remaining Cageless Space licensed under this agreement, must be no less than one bay. Carrier is responsible for the costs of such partial termination.

3.5 The term of the occupancy of the collocated space will coincide with the term of this Agreement.

SECTION 4. PROCEDURES

4.1 Application for Occupancy - Carrier shall complete a written application for occupancy of any Space, Cable Space or Conduit Space (Exhibit B).

4.1.1 Carrier must provide Frontier, along with completed applications described above, an appropriate and applicable application fee for each Central Office Space requested. This amount will be charged against the price set forth in the applicable collocation schedules in Exhibit A for administration, engineering, design and construction related to a Carrier application (the "Price"). Frontier will process applications for occupancy on a first-come, first-served basis as determined through the receipt of the application fee. Upon receipt of Carrier's first application fees, Frontier will make available to Carrier any Frontier-specific documentation required as indicated.

4.2 Pre-Construction Survey and Design and Construction

4.2.1 Frontier will conduct a Pre-Construction Survey for each Carrier request for Space, Cable Space, Conduit Space and power for which occupancy is requested to determine the availability of such spaces to accommodate Carrier's facilities. In determining the availability of power and space in Frontier's conduit system and Central Office(s), Frontier will consider, and give preference to, its reasonable present and foreseeable needs for such power and space in order to fulfill its obligations to provide its tariffed services to its End Users.

4.2.2 Frontier will notify Carrier whether or not the request can be met. If space in the Central Office at issue is available, Frontier will provide to Carrier a Collocation Schedule (Exhibit A).

4.2.3 Carrier shall have thirty (30) calendar days from the receipt of a Collocation Schedule to pay the total amount of the Price. The Estimated Interval for Turnover of Space(s) (Exhibit A) will run from the payment by Carrier of the Price.

4.2.4 Frontier shall design and construct at Carrier's expense, subject to Carrier's pre-approval of the Price as set forth on the applicable Collocation Schedule (Attachments A), a cage or room

space, as applicable, to establish a clear division between Frontier's or another Carrier's area and Carrier's area, and for purposes of securing the space for the Carrier's equipment. Frontier reserves the right to partition its equipment at its own expense from Carrier's Space.

4.2.5 Frontier shall designate all spaces to be occupied by Carrier's Facilities under this Agreement.

4.2.6 In the event Frontier determines that Frontier's or any other entity's cable facilities in Conduit Space or Cable Space or Frontier's Central Office equipment need rearrangement to accommodate the facilities of Carrier, Frontier will include these costs in the Price. Reasonable efforts will be made to minimize the cost of such rearrangements. Carrier agrees to meet with Frontier on an as needed basis to review the Design and Construction Work plans and schedules for the Space, and installation of Carrier's equipment within its Space.

4.3 Acceptance and Turnover of Space(s)

4.3.1 Frontier will notify Carrier in writing of the completion of the Design and Construction Work.

4.3.2 Prior to beginning installation work or occupancy, Carrier must sign the Design and Construction Completion Notice applicable to the Frontier Central Office at issue indicating acceptance of the Design and Construction Work as specified in each Collocation Schedule. Carrier access to the Spaces will be provided only after the execution of the Design and Construction Completion Notice.

4.3.3 Carrier is responsible for procuring all cables from Manhole "0" to the Space, including fiber optic cable into the Central Office cable vault, and within cable support structures between the cable vault and the Space.

4.4 Temporary Staging Area

4.4.1 Frontier commits to providing Carrier with access to temporary staging areas and other Central Office building facilities necessary for delivery, installation, replacement or removal work for equipment and facilities located or to be located within Carrier's Space provided such access does not unreasonably interfere with Frontier's operations. Before beginning any such activity, Carrier agrees to obtain Frontier's written approval of its proposed work scheduling in order to coordinate use of all necessary temporary staging areas and other building facilities. Frontier may request additional information before granting approval and may require minor scheduling changes. Frontier's approval of scheduling will not unreasonably delay work and its approval for the use of temporary staging areas and other building facilities by Carrier will not be unreasonably withheld.

4.4.2 During any use of Frontier's facilities by Carrier, its employees, agents or contractors, Carrier is responsible for protecting Frontier's equipment, facilities and personnel within the staging areas and along the staging route. Carrier will use its best efforts to store equipment and materials within Space when work is not in progress (e.g., overnight). Interim storage of equipment and materials overnight will be permitted in the staging area(s) with Frontier's prior written consent. However, Carrier shall bear all risk of loss for Carrier's equipment and materials whether stored within or outside of the Space, except to the extent resulting from the gross negligence of Frontier or its employees. Carrier will meet all EHS requirements, and all Frontier fire, safety, security, environmental and housekeeping requirements as set forth in Frontier's Safety Manual. Frontier may revise Frontier's Safety Manual from time to time in its discretion for application to all of Frontier's facilities, and will provide copies of any revisions to Carrier. Carrier will comply with Frontier's Safety Manual as revised. The temporary staging area will be vacated and delivered to Frontier in a broom-clean condition upon completion of Carrier's installation work.

4.5 Inspections of Carrier's Facilities

4.5.1 Frontier has the right to inspect the completed installation of Carrier's equipment and facilities. Carrier shall have the right to be present at such inspection.

4.5.2 Frontier reserves the right to make subsequent inspections (of any part or all) of Carrier's equipment and facilities occupying Space(s) and associated Cable Space and Conduit Space.

4.5.3 If Carrier is found to be in violation of Frontier's requirements for construction in or use of the Premises, then Carrier shall pay the reasonable costs of the inspection and shall have a reasonable period of time to bring its facilities within Frontier's requirements. In the event of an emergency, Frontier will provide Carrier a post-inspection report detailing the reasons for the emergency and the results of the inspection.

SECTION 5. FEES AND PAYMENT TERMS

5.1 Upon request for Space, Carrier must provide Frontier with an application fee per Exhibit A prior to the commencement of any activity.

5.2 Carrier shall pay to Frontier at the specified time the monthly fees set forth in Collocation Schedules (Exhibit A). Failure to make such payment constitutes a material breach of this Agreement

5.3 Billing for the fee(s), other than Design and Construction Work charges, delineated in Exhibit A will commence on the Occupancy Dates set forth in Exhibit A.

5.4 Carrier shall reimburse Frontier for all reasonable repair or restoration costs incurred by Frontier associated with damage or destruction caused by Carrier's personnel, Carrier's agents or Carrier's suppliers/contractors or Carrier's visitors.

SECTION 6. INTENTIONALLY OMITTED

SECTION 7. INSTALLATION AND MAINTENANCE

7.1 Specifications

7.1.1 Carrier's facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) and any governing authority having jurisdiction, including state counterparts to OSHA and EPA. All Carrier entrance facilities, splices and equipment must comply with EHS requirements, and Frontier's Policies and Practices, as set forth in Frontier’s Safety Manual. Where a difference in specifications may exist, the more stringent shall apply.

7.1.2 Carrier's facilities shall not physically, electronically, or inductively interfere with any of Frontier's or Other Carrier's or tenant's pre-existing facilities. In adding additional facilities, Carrier and Frontier agree to cooperate with each other to avoid interference with Frontier or any other Carrier's or tenant's facilities. Despite such efforts, in the event Carrier’s facilities interfere with Frontier or any other Carrier's or tenant's facilities, the Parties shall work together in good faith to correct the interference.

7.1.3 While many of the standards and technical requirements for Carrier's cable, equipment and facilities are set forth in (7.1.1) above, Frontier reserves the right to reasonably specify the type of cable, equipment and construction standards reasonably required in situations not otherwise covered in this Agreement. In such cases, Frontier will furnish to Carrier written

material which will specify and explain the required construction. If Carrier disagrees with Frontier's explanation, Frontier agrees to meet in good faith to determine alternative equipment or construction standards that would be mutually acceptable.

7.1.4 Frontier and Carrier will jointly determine the length of cable needed to reach from Manhole "0" to Carrier's Space. Special arrangements will be agreed upon to meet unusual conditions. Added or special rearrangements requested by Carrier will result in additional charges to Carrier. All maintenance of fiber optic cables will be performed by Carrier and/or vendors employed by Carrier at Carrier's expense. All installation, restoration and maintenance work on Carrier's facilities between Manhole "0" and the Space will be performed by Carrier and/or vendors employed by Carrier at Carrier's expense. This work will be performed in a timely and efficient manner. Ten (10) days prior to such maintenance, Carrier shall provide Frontier notice that maintenance will occur and inform Frontier of the maintenance schedule. Carrier shall be accompanied by a qualified Frontier representative in all Manhole “0” to Carrier’s Space locations at Carrier's expense.

7.2 Entrance Facilities

7.2.1 Manhole "0" - Frontier reserves the right to prohibit all equipment and facilities, other than cable, from its entrance manholes. No splicing will be permitted in Manhole "0", the Frontier Cable vault or any location other than the Space. Carrier must provide a length of underground fiber optic cable in Manhole "0" specified by Frontier of sufficient length to be pulled through the Central Office conduit and the Central Office cable vault and into the Space, without the need for splicing. Carrier is responsible for the placement of the fiber optic facility within Manhole "0", and all work performed in or near the Manhole must be done in accordance with EHS requirements, and Frontier’s policies as set forth in Frontier’s Safety Manual. This installation shall be coordinated with and inspected by Frontier. Carrier shall be accompanied by a qualified Frontier representative in all Manhole locations at Carrier's expense. Carrier shall notify Frontier’s Network Operations Center of its intention to enter an Frontier Manhole “0” with no less than forty-eight (48) hours' advance notice informing Frontier of the Manhole “0” involved, the anticipated time and duration of entry and the names of entering employees. All maintenance work on Carrier's fiber optic cables will be performed by Carrier and/or vendors employed by Carrier at Carrier's expense. Ten (10) days prior to such maintenance, Carrier shall provide Frontier notice that maintenance will occur and inform Frontier of the maintenance schedule.

7.2.2 Conduit Space - Carrier and/or vendors employed by Carrier will install the fiber optic cable provided by Carrier in the Conduit Space at Carrier's expense. Carrier, at its expense, shall be accompanied by a qualified Frontier representative during all fiber optic cable installations involving Conduit Space. Carrier will be required to provide a good faith three-year forecast for planning and duct allocation purposes. Frontier will consider any future requests for additional facilities based upon the availability of such facilities at the time the request is made. Frontier may provide shared conduit with dedicated inner duct. Carrier will not be permitted to reserve space in the Central Office conduit. If new conduit is required, Frontier will negotiate with Carrier to enter into a further agreement to address the specific location. Frontier reserves the right to manage its own Central Office conduit requirements and to reserve vacant space for reasonable facility additions planned for its primary use.

7.2.3 Cable Space - Central Office Cable Vault - Frontier will provide space for installing electrical metallic tubing ("EMT") within the Frontier cable vault. Where reasonably deemed necessary by Frontier, pull boxes and/or metallic flexible tubing will be installed to allow a secured and continuous path. These facilities will be installed by Frontier and/or vendors employed by Frontier at the expense of Carrier. A separate EMT conduit will be installed for each Carrier with no more than one Carrier occupying a single EMT. Frontier will identify all Carrier entrance facilities accordingly. Carrier and/or vendors employed by Carrier will install the Carrier-provided fiber within the EMT conduit at the expense of Carrier. Carrier shall be accompanied by a qualified Frontier representative in all fiber optic cable installations involving EMT conduit cable

vault locations at Carrier's expense. To avoid unnecessary reinforcements or rearrangements, Carrier agrees to size the fiber optic facilities to meet three-year forecasted demand, where feasible.

7.2.4 Cable Space-Central Office Risers and Cable Racks - Frontier will provide space for installing EMT between the Frontier cable vault and the Space. Where reasonably deemed necessary by Frontier, all boxes and/or metallic flexible tubing will be installed to allow a secured and continuous path. These facilities will be installed by Frontier and/or vendors employed by Frontier at the expense of Carrier with no more than one Carrier occupying a single EMT. Carrier and/or vendors employed by Carrier will install the Carrier-provided fiber optic cable in the conduit between the cable vault and the Space at the expense of Carrier. Carrier shall be accompanied by a qualified Frontier representative in all fiber optic cable installations involving Cable Space at Carrier's expense. Fiber cables must comply with EHS requirements and Frontier Policies and Practices relating to fire, safety, health, environmental and network safeguards as set forth in Frontier's Safety Manual. Fiber cable sheaths must be adequately grounded within the Space to the nearest practicable Central Office ground.

7.2.5 Power - Frontier will provide power for Carrier's equipment, pursuant to charges set forth on Exhibit A. At Carrier's expense, Frontier and/or vendors employed by Frontier shall install the equipment needed to deliver power from the D.C. Power Board to the Space and a ten-position ground bar shall be connected to the closest practicable Central Office ground. The D.C. Power plant will be subject to the normal voltage reductions common to battery plants occurring during commercial power failures. Where available the D.C. voltage for the Space will return to the nominal voltage level concurrent with, or prior to, restoration of a nominal voltage level for Frontier's own equipment once the back-up generator system is operational and placed back on-line,. Should Carrier's power requirements increase to the point that Frontier must purchase additional power plant to meet their demands, Carrier shall be responsible for compensating Frontier for the cost to purchase and install such additional plant. However, in the event that Frontier or other Carriers also have a need for additional power requirements to be supplied by such additional plant, the purchase and installation costs of such plant shall be allocated on a pro rata basis, based upon the parties' need for and use of such additional plant. Exhibit A shall be amended accordingly. If emergency A.C. Power is available, and if Carrier requests, Frontier shall provide such power to Carrier, pursuant to Exhibit A. Upon Carrier's request, Frontier will investigate the feasibility of providing Protected A.C. Power. If Protected A.C. Power is available, Frontier shall provide such power to Carrier, pursuant to Exhibit A. Carrier shall also have the right to supply its own battery back-up power within the Partitioned Space, subject to Frontier's approval of the necessary equipment, which approval shall not unreasonably be withheld. Any battery back-up power supplied by Carrier shall be installed, operated, and maintained in accordance with Frontier's Safety Manual.

7.2.6 All Collocation Space - Frontier is responsible for providing Space in accordance with this Attachment. Carrier will properly ground the fiber cable within the Space to the nearest practicable Central Office ground. To avoid safety hazards, H Taps and C Taps are required connections for power leads and power distribution. Either fusion or mechanical splicing is acceptable for optics. Carrier will be responsible for accepting delivery, installation and maintenance of its equipment within the Space. Carrier may not construct improvements or make alterations or repairs to the Space without the prior written approval of Frontier, which Frontier will not unreasonably withhold.

7.2.7 Point of Termination - Frontier will designate DSX-3 and DSX-1 panel positions on DSX frames and distribution block locations on Frontier MDF as the Point of Termination for associated COAX, ABAM and analog cables extending from Space and used for interface with the Frontier network. Frontier and/or vendors employed by Frontier will provide, install and repair at Carrier's expense, all cables, racks and Central Office termination equipment necessary to provide the interface required for connection to the Frontier network on the Frontier side of the Space. Carrier will pay any costs incurred by Frontier whenever Frontier personnel are required

to identify a trouble as being on Carrier's side of the Point of Termination. Frontier will not perform maintenance on equipment on Carrier's side of the Point of Termination

7.2.8 Non-Compliant Installations - If at any time Frontier reasonably determines that either the equipment or the installation does not meet the requirements outlined in this Agreement and Carrier fails to correct any non-compliance with these standards within twenty (20) Business Days after written notice to Carrier, Frontier may have the equipment removed or the condition corrected at Carrier's expense. If, during the installation phase, Frontier reasonably determines any Carrier activities or equipment are unsafe, non-standard or in violation of any applicable Frontier requirements, or fire, safety, environmental or policy set forth in Frontier's Safety Manual, Frontier has the right to immediately stop the work or place it on hold for no longer than reasonably necessary to address the situation. Frontier must notify Carrier of the stoppage and Frontier's basis for doing so. However, when such conditions pose an immediate threat to the safety of Frontier's employees, interfere with the performance of Frontier's service obligations, or pose an immediate threat to the physical security or integrity of the conduit system or the cable facilities of Frontier, Frontier will utilize its reasonable efforts to immediately notify Carrier, but may perform such work and/or take such action that Frontier deems necessary without prior notice to Carrier. The reasonable cost of said work and/or actions shall be borne by Carrier. Frontier reserves the right, after giving Carrier sixty (60) calendar days notice, to require the removal of products, facilities and equipment reasonably determined by Frontier to be no longer in compliance with EHS requirements, NEBS and Frontier safety standards. Carrier shall within such sixty (60) day period, remove such products, facilities and equipment from its Partitioned Space, or otherwise bring its facilities into compliance.

7.2.9 Carrier agrees to abide by all Frontier Security policies, procedures and practices, and all applicable Federal, State and Local environmental, health, safety and security requirements, for non-Frontier employees with access to Frontier Central Offices. Any violation of this Section shall be deemed a material breach.

7.2.9.1 Carrier and its employees, agents or representatives shall take reasonable and prudent steps to ensure the adequate protection of Frontier property, equipment and services.

7.2.9.2 Carrier will supply Frontier Security with a list of its employees who require access. Prior to supplying the list, Carrier will perform a background check of each individual on the list to determine whether the individual has a criminal record. Carrier will provide Frontier Security with information regarding the criminal record of any individual on the list, and Frontier Security may in its sole discretion exclude any individual with a criminal record. Frontier Security may require certain additional information to ensure positive identification of such individuals.

7.2.9.3 Frontier Security will issue non-employee identification cards for each Carrier employee listed in accordance with Section 7.2.9.2 and Section 7.2.9.12 who will require frequent or regular access. Identification cards will not be issued to Carrier's vendor or contracted installer. Carrier's vendor or contracted installer shall be given access into the Frontier location housing Carrier's Space and escorted to Carrier's Space by an authorized Carrier employee with a proper identification card. Identification cards must be worn and openly displayed at all times, while in any Frontier location housing Carrier's Space. Carrier will not be granted access without displaying an identification card. Carrier is responsible for notifying Frontier Security immediately, both verbally by calling 585-777-7773 and in writing to 111 Field St. Rochester, NY 14620, of any employee on the access list that no longer requires said access. Carrier must notify Frontier Security immediately in the event any listed employee's employment is terminated, by calling 585-777-7773, which is staffed 24 hours a day seven (7) days a week. Carrier is responsible for the collection and return, to Frontier Security, of ID cards of employees removed from

the list. Carrier is responsible for returning all ID cards, to Frontier Security, upon termination of this Agreement.

7.2.9.4 Carrier's employees are restricted to a specific access route, designated by Frontier Security, from the designated Central Office exterior door to the Space. Carrier's employees shall have access to its physical collocation space 24 hours a day, 7 days a week without requiring either a security escort of any kind or requiring a Frontier employee or representative to be present during Carrier's entry into the premises. Carrier's employees and contractors shall make reasonable efforts to enter Frontier's Central Offices during the 6:00 a.m.-10:00 p.m. working hours Monday through Friday. For non-emergency access to Central Offices where Frontier's equipment is accessible to Carrier's personnel, Carrier's employees may enter Frontier's Central Offices between 10:00 p.m. and 6:00 a.m. Monday through Friday and on weekends only after notifying Frontier of its intention to enter a Frontier Central Office with no less than 2 hours advanced notice. Frontier will provide Carrier with a list of Central Offices where such advanced notice is required for access outside of Frontier's working hours. No advanced notice will be required for access to a Central Office where Frontier's equipment is not accessible to Carrier's personnel and there is a separate entrance. Prior to emergency access, Carrier shall give Frontier notice at or about the time that Carrier's employees are dispatched to the Central Office. In all cases, Carrier shall make such notification by contacting Frontier's twenty-four (24) hour Security Command Center at 585-777-7773 and informing Frontier of the Central Office involved, the anticipated time of entry, and the names of entering employees. In all cases where Carrier requires entry into Frontier's premises outside of normal business hours, Carrier must contact the Security Command Center upon arrival at the premises.

7.2.9.5 If Carrier arrives at the Central Office and the access cards has not been activated within ten (10) minutes after Carrier's notification, Carrier shall escalate the issue to Frontier's escalation contact.

7.2.9.6 Frontier will provide security to protect and monitor the Space consistent with that required for similar Frontier facilities.

7.2.9.7 Where Carrier provides the security device for its Space, Carrier will provide keys or other provisions for access to Frontier Security in the event of an emergency and to perform the required housekeeping and equipment inspection activities under the terms and conditions specified in this Agreement. Frontier shall be responsible for ensuring that its employees will not be allowed access to the Space unless authorized under this Agreement.

7.2.9.8 Carrier will provide Frontier Security with an emergency response list of persons to be notified of an environmental, safety or security emergency in any Frontier facility containing Carrier Space. It is the Carrier's responsibility to update the list as necessary.

7.2.9.9 During the installation phase, or for subsequent maintenance, Carrier will have access to its Space and any room or area required by them, to necessitate the installation. Carrier may be escorted in areas outside its Space by qualified Frontier employees or Frontier Security personnel for these occasions.

7.2.9.10 In the event that there shall be a labor dispute involving any person working in or about the Frontier buildings that Carrier's employees have access to, Frontier Security shall take reasonable steps to ensure that Carrier's representatives have uninterrupted access to the building for the purpose of performing all functions under this Agreement.

7.2.9.11 Frontier Security may from time to time change its security, environmental, health and safety arrangements. Carrier will pay its proportional share of the costs of

these changes based upon the percent of square footage occupied by Carrier in proportion to the total square footage impacted or protected by the change in arrangements.

7.2.9.12 Carrier shall at all times maintain compliance with federal, state and local laws as well as Frontier policies, practices and procedures as set forth in Frontier's Environmental, Health and Safety Manual. Carrier shall at all times maintain its space in such a way as to not create a fire hazard, including, but not limited to, minimizing the use and storage of combustibles and flammables while on Frontier's premises.

7.2.9.13 Carrier will provide Frontier with a certification or acceptable form or written representation that all listed employees and contractors have completed environmental, health and safety training to meet all legal requirements, and to enable them to perform their job safely, and in compliance, while on Frontier premises. Such certification or written representation must be provided to Frontier prior to issuance of a non-employee identification card. Carrier shall be responsible for providing all of its employees and contractors with adequate personal protective equipment to perform the job safely.

7.3 Relocations and Rearrangements

7.3.1 As a last resort, Frontier may require Carrier to move from its Space to Space in another location within the same Central Office if necessary for Frontier to fulfill its obligations under the applicable law. Frontier shall provide Carrier notice of the need for such a move. Frontier will negotiate a schedule with Carrier under which such relocation shall be effected. Frontier will bear the costs of relocating the Space, Point of Termination and associated Frontier cabling. Carrier will be responsible for relocating its equipment and facilities. Frontier and Carrier will work together in good faith to minimize any disruption of Carrier's services as a result of such relocation. Should Carrier wish to move equipment from one location to another, Carrier will be responsible for removing and transporting its equipment to the new site and installing it. Frontier will treat the relocation as a new installation under the terms and conditions of this Agreement.

7.3.2. Should Frontier reasonably need to install additional facilities in any conduit system in which Carrier occupies Conduit Space for the purpose of meeting its own service requirements or for providing for another Carrier, Frontier will, after notifying Carrier in writing of the basis and schedule proposed, rearrange Carrier's facilities in the conduit system so that the additional facilities of Frontier, or other Carrier, may be accommodated.

7.3.3 In an emergency affecting the safety of personnel, involving out of service End Users or integrity of the Frontier Network, Frontier will attempt to notify Carrier, but nevertheless may rearrange Carrier's facilities occupying a conduit, manhole, cable vault, riser system or cable support structure without prior notification. Such rearrangement will be at Carrier's expense if such emergency is a result of Carrier's occupancy of the space(s) under this Agreement or as a result of any act or omission on the part of Carrier, its employees, agents or vendors.

7.3.4 Where Carrier intends to modify, move, replace or add to equipment or facilities within or about the Space and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), Carrier must request and receive written consent from Frontier.

7.4 Access Rights of Frontier

7.4.1 Carrier will provide emergency access to its Space at all times to allow Frontier to react to emergencies, to inspect pursuant to the terms and limitations of this Agreement and to ensure compliance with Frontier policies and standards related to fire, safety, health and environmental safeguards as set forth in Frontier's Safety Manual.

8.0 RULES OF CONDUCT

8.1 Carrier agrees that its employees and vendors with access to Frontier Central Office(s) shall at times adhere to the rules of conduct established by Frontier for the Central Office and Frontier's personnel and vendors and provided to Carrier as set forth in Frontier's Environmental, Health and Safety Manual. Frontier reserves the right to make changes to such policies, practices and procedures to preserve the integrity and operation of the Frontier network or facilities, or to comply with applicable laws and regulations.

8.2 Hazardous Materials. Collocator will identify and will notify Company in writing of any Hazardous Materials Collocator may bring onto the property and will provide Company copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs") or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, et seq.). Collocator, its agents and employees will transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. Collocator will promptly notify Company of any releases of Hazardous Materials and will copy Company on any notification of or correspondence with any governmental body as a result of such release.

8.3 For purposes of this Section, "Hazardous Materials" will mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation asbestos and lead antimony batteries,) as defined in, or pursuant to the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section will survive the termination, cancellation, modification or rescission of this Attachment.

8.4 Collocator will provide Company copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials will be labeled in accordance with 29 C.F.R. 1910.1200, and applicable state regulations if such regulations are more stringent.

8.5 If Company discovers that Collocator has brought onto Company's property Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Company may, at Company's option and without penalty, terminate this Attachment or suspend performance hereunder. Collocator will be responsible for, without cost to Company, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. Collocator will also be responsible for removing and disposing of all Hazardous Materials on its Premises at the termination of this Attachment. If Company elects to terminate this Attachment or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials, Collocator will have no recourse against Company and will be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Company for defaults under this Attachment.

8.6 Collocator will indemnify and hold harmless Company, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering, and other expenses, which may be imposed upon, or incurred by, Company or asserted against Company by any other party or parties (including, without limitation, Company's employees and/or contractors and any governmental entity) arising out of, or in connection with, Collocator's use, storage or disposal of Hazardous Materials on the Premises.

8.7 Various Prohibited Uses. Collocator will not do or permit anything to be done upon the Premises, or bring or keep anything thereon that is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. Collocator will not do or permit anything to be done upon

the Premises that may in any way create a nuisance, disturb, endanger, or otherwise interfere with the telecommunications services of Company, any other occupant of the Building, their patrons or End Users, or the occupants of neighboring property, or injure the reputation of the property. Collocator will not, without the prior written consent of Company: (i) install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Premises; (ii) use the Premises for housing, lodging or sleeping purposes; (iii) permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Premises; or (iv) permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Premises or permit the presence of any animals except those used by the visually impaired. Company may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

8.8 Cleanliness and Obstruction of Public Areas. Collocator will not place anything or allow anything to be placed near the glass of any door, partition or window that Company determines is unsightly from outside the Premises; or take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. Collocator will lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition, move all supplies, furniture and equipment directly to the Premises as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

SECTION 9. RIGHTS RESERVED TO COMPANY

9.1 Company will have the following rights, and others not specifically excluded in this Attachment, exercisable without notice and without liability to Collocator for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of Collocator's use or possession or giving rise to any claim for offsets, or abatement of rent:

9.2 To designate any and all spaces to be occupied by Collocator's facilities and equipment under this Attachment;

9.2.1 To change the name or street address of the Building;

9.2.2 To install and maintain signs on the exterior and interior of the Building or anywhere on the property;

9.2.3 To have pass keys or access cards with which to unlock all doors in the Premise, excluding Collocator's safes;

9.2.4 To enter the Premises for the purposes of examining or inspecting same and of making such repairs or alterations as Company deems necessary (Collocator hereby waives any claim for damage, injury, interference with Collocator's business, any loss of occupancy or quiet enjoyment of the Premises and any other loss occasioned by the event except where such damages result solely from the gross negligence or willful misconduct of Company);

9.2.5 To use any means Company may deem proper to open Premises' doors in an emergency. Entry into the Premises obtained by Company by any such means will not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of Collocator from the Premises or any portion thereof;

9.2.6 To utilize the space within the Building in such a manner as will best enable it to fulfill its own service requirements;

9.2.7 To require all persons entering or leaving the Building during such hours as Company may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or

person at any time from the Premises or the property. Company assumes no responsibility and will not be liable for any damage resulting from the admission or refusal to admit any authorized or unauthorized person to the Building, provided that such damage is not the result of gross negligence or willful misconduct on the part of the Company;

9.2.8 To approve the weight, size and location of safes, computers and all other heavy articles in and about the Premises and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or premises only at such times and in such a manner as Company will direct and in all events at Collocator's sole risk and responsibility;

9.2.9 At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, the property, or any part thereof (including, without limitation the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Premises or any part of the property all materials and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Company will limit inconvenience or annoyance to Collocator as reasonably possible under the circumstances;

9.2.10 To do or permit to be done any work in or about the Premises or the property or any adjacent or nearby building, land, street or alley;

9.2.11 To grant to anyone the exclusive right to conduct any business or render any service on the property, provided such exclusive right will not operate to exclude Collocator from the use expressly permitted by this Attachment, unless Company exercises its right to terminate this Attachment with respect to all or a portion of the Premises;

9.2.12 To close the Building at such reasonable times as Company may determine, subject to Collocator's right to admittance under such reasonable regulations as will be prescribed from time to time by Company.

9.2.13 Company will have the right to upgrade or replace its equipment at the subject central office. In the event that Company determines to make such equipment upgrades or replacements, it will give Collocator six months advance notice of such changes. It will be Collocator’s responsibility to ensure that its equipment remains compatible with Company’s upgraded or new equipment**.**

9.2.14 To perform all work, using Company employees or contractors, necessary to ready the Premises for Collocator's use;

9.2.15 To exercise all other rights reserved by Company pursuant to the provisions of this Attachment; and

9.2.16 To inspect the installation of equipment in the Premises prior to the connection of equipment to Company facilities.

10. ASBESTOS

Collocator is aware the Building in which the Premises is located may contain or have contained asbestos or asbestos containing building materials, and Collocator hereby releases and agrees to hold Company harmless from any and all liability to Collocator or any of its employees, agents or invitees as a result thereof.

COLLOCATION SCHEDULE

This Collocation Schedule is made this __ day of _____, 2009, and subject to all definitions, terms and conditions of the ENTIRE **AGREEMENT** dated_____, 2009, between **FRONTIER** and **CARRIER.**

A. Collocation Rates and Charges:

FRONTIER Central Office Location:

Physical Collocation:	**NRC**	**MRC**
1. Collocator Not Ready Charge:	_____	_____
2. Applications Fee:	_____	_____
3. Augment Fee(expanding space):	_____	_____
4. Engineering & Implementation Fees:		
A. Initial Application(1ST App)	_____	_____
B. Subsequent Application	_____	_____
C. Cage Expansion & Additional Cabling	_____	_____
D. Additional Cabling Only	_____	_____
E. Power Augment Only	_____	_____
5. Service Access Charge Cable & Frame Termination:		
A. Voice Grade, Per 150 Connections to MDF	_____	_____
B. DS1, Per 28 Connection to DSX	_____	_____
C. Per DS3 Connection to DSX	_____	_____
D. Co Cable Racking	_____	_____
6. Security Charge:		
A. Security Charge (per locations)	_____	_____
B. Additional Card	_____	_____

(Physical Collocation-Continued)

7. Multiplexing Node(Cage) Preparation:

A. 100 Square Feet	_____	_____
B. Per 20 Square Foot Addition	_____	_____

8. Lighting/AC Charge

A. Lighting/AC Charge	_____	_____

9. Land & Building:

A. 100 Square Feet	_____	_____
B. Per 20 Square Foot Increments	_____	_____

10. DC Power –48(Per Amp Fused, Per Feed):

A. Power Installation Per Amp	_____	_____
B. 20-200 Amps _____	_____	_____

11. Service Access Charge Cable & Frame Termination:

A. Voice Grade, Per 150 Connections to MDF	_____	_____
B. DS-1, Per 28 Connection to DSX	_____	_____
C. DS-1, Per 28 Connection to DCS	_____	_____
D. Per DS3 Connection to DSX	_____	_____
E. Per DS3 Connection to DCS	_____	_____

12. Conduit Space Rental Rate	_____	_____
13. Entrance Fiber Structure: (Per Foot, Per Innerduct)	_____	_____

14. Escort Service:

A. Escort Service-1/4 hour	_____	_____

EXHIBIT A

Cageless Collocation:	**NRC**	**MRC**
1. Carrier Not Ready Charge:	_____	_____
2. Application Fee:	_____	_____
3. Engineering & Implementation Fees:		
A. Initial Application (1ST Application)	_____	_____
B. Subsequence Application	_____	_____
C. Additional Cabling Only	_____	_____
D. Power Augment Only	_____	_____
4. Service Access Charge Cable & Frame Termination:		
A. Voice Grade, Per 150 Connections to MDF	_____	_____
B. DS1, Per 28 Connection to DSX	_____	_____
C. Per DS3 Connection to DSX	_____	_____
D. CO Cable Racking	_____	_____
5. Security Charge:		
A. Security Charge (per location)	_____	_____
B. Additional Card	_____	_____
6. Land & Building (Per Equipment Bay):	_____	_____
7. Lighting/AC Charge	_____	_____
8. DC Power –48(Per Amp Fused, Per Feed):		
A. Power Installation Per Amp	_____	_____
B. 20-200AMPS _____	_____	_____

EXHIBIT A

Cageless Collocation-Cont

9. Service Access Charge Cable & Frame Termination:

A. Voice Grade, Per 150 Connections to MDF	_____	_____
B. DS1, Per 28 Connection to DSX	_____	_____
C. DS1, Per 28 Connection to DCS	_____	_____
D. Per DS3 Connection to DSX	_____	_____
E. Per DS3 Connection to DCS	_____	_____

10. Conduit Space Rental Rate:	_____	_____
11. Entrance Fiber Structure: (Per Foot, Per Innerduct)	_____	_____
12. Escort Service:		
A. Escort Service- ¼ Hour	_____	_____

EXHIBIT A

<u>TOTAL FEE</u>:

Total fee represents the non-recurring and monthly charges as described above.

$_____ Total Non-Recurring $_____ Total Per Month

B. Turnover of Space(s)

1. Physical Collocation where space is available.
The estimated interval for turnover of space(s) is negotiable upon receipt of a valid service request (completion and acceptance of Collocation Application) through the date of notification to the Carrier of the cable assignment information.

2. All Other Collocation Arrangements.
The estimated interval for turnover of space(s) is negotiable upon receipt of a valid service request (completion and acceptance of Collocation Application) through the date if notification to the Carrier of the cable assignment information.

C. Term

The term of this Agreement Schedule shall commence as of the occupancy date set forth in this Schedule and shall terminate _____ year(s) from this date unless otherwise terminated by either party. In no event shall the term be less than three (3) years.

CARRIER	**FRONTIER**
By:_____	By:_____
Typed:_____	Typed:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A
Page 6 of 6

DESIGN AND CONSTRUCTION WORK

COMPLETION NOTICE

C.O. Address _____ CLLI

Contract # _____ Compliance. Date

Collocator _____ Occupancy Date

The Frontier portion of this Collocation project has been completed in accordance with the specifications approved for this job. The space is now ready for occupancy. All associated work is complete.

Occupancy fees as delineated in the contract established for the job commence with the signing of this document.

Exceptions to construction work:

___ Amount of space requested _____ sq feet

___ DC Power requirements _____

___ AC Power _____

___ # of DS0 requested _____

___ # of DS1 requested _____

___ # of DS3 requested _____

ACCEPTED BY:

CARRIER	**FRONTIER**
By:_____	By:_____
Typed:_____	Typed:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT B
Form A

Collocation Application

Date Sent _____

Date Rcv'd _____
(FRONTIER use only)

Revision # _____(Please see Section IIC)

I. Collocator Information

1. **Company** _____

   Street _____

   City _____ **State** _____ **Zip** _____

2. **Contact Name(for questions related to this application)**_____

   Telephone #_____ **Fax #**_____ **E-mail address**_____

3. **24 hour emergency contact telephone #** _____

4. **Desired Service Date** _____**(in accordance with FRONTIER standard intervals)**

5. **Central Office CLLI Code** _____

   Street Address _____ **City** _____

   ACTL Code _____ **(To be provided/registered by CLEC)**

6. **Billing Information**

   Billing Manager Name _____

   Company Name _____

   Street Address _____

   City _____ **State** _____ **Zip** _____

II. Type of Collocation Requested

A. New Collocation Arrangement

Please indicate the type(s) of collocation you are willing to consider, your order of preference , as well as your desired and minimally acceptable space requirements for each option selected on the chart below. Frontier Telephone will use this information to best meet your immediate collocation requirements. Please rank the order types by starting with the number 1, indicating your first. preference.

Type of Collocation	Order of	Requirements	Desired	Min

Requested	Preference			
Physical-Caged		Number of Square Feet		
Cageless		Number of Square Feet		

B. Augment to an Existing Arrangement

1. Type of Arrangement (physical/cageless) _____

2. Augment Type – Check all that apply

[ ] Cable Terminations for DS3, DS1, DS0, Fiber
[ ] Power
[ ] Pulling in additional fiber facilities
[ ] Addition/Removal of equipment
[ ] Contiguous Space-Indicate nbr of sq feet or bays desired_____

3. 11 Character CLLI Code of the existing arrangement _____

C. Reason for revision:_____
_____
_____

Note: Revisions must be received within 5 business days of the original application to avoid change in the start and completion dates of the collocation arrangement/augment.

III. TYPE AND NUMBER OF TIE CABLES TO BE CABLED

Tie Cables to be cabled are those that will be run between the demarcation point (CLEC space and the FRONTIER Distributing Frame) to support the equipment listed on this application. Terminations within the CLEC space are the responsibility of the CLEC. An application requesting an augment must be submitted for additional tie cables to be cabled. Please indicate the quantity of each type of termination for each type of collocation requested in Section IIA for all desired and minimum configurations. Certain tariffs and products have minimum ordering increments and will be cabled and billed accordingly. ***If DS0's are ordered, must be in 150 pair increments.**

Type of Collocation	DS3	DS1	DS0

		Min		**Min**		**Min**
Physical						
Cageless						
Augment						

IV. DC POWER REQUIREMENTS

Please indicate your requirements for –48V Battery & Ground, A & B Supplies for each type of collocation requested for both your desired and minimum configurations. **Please indicate number of Primary Feeds (A & B) and the number of Fused Amps required per Feed**.

Type of Collocation	**Number of Primary DC Feeds (A & B)** (Qty of '1' equals one A & B feed pair)		*Number of AMPS Drain/Primary Feed* (Qty of '30' equals 30 amps fused on A and 30 amps fused on B – Do not add together)	
	Desired	**Min**	*Desired*	**Min**
Physical				
Cageless				
Augment				

Note: When indicating the number of primary feeds required, a quantity of "1" equals one A & B Feed Pair. When indicating the number of amps drain per primary feed, a quantity of "30" equals 30 amps fused on A and 30 amps fused on B. DO NOT ADD TOGETHER.

V. TECHNICAL EQUIPMENT SPECIFICATIONS

1. List of equipment and framework (relay racks) to be installed by Collocator
Please specify the manufacturer and model number, DC power drain in AMPS, heat dissipation, dimensions (size), and quantity) for each piece of equipment and relay rack to be installed. Please attach a list of all plug-ins and a copy of the product's technical description. **This information is REQUIRED.**

Manufacturer/Model #	Dimensions (cageless scenario only)	QTY	0 **DC Power Drain**	Heat Dissipation

2. Total anticipated equipment load/drain in Amps _____ (Total of amps

3. NEBS Conformance Requirements
All framework (relay racks) to be installed or placed in Frontier Telephone Offices must be tested to, and are expected to meet the NEBS family of requirements.

NOTE: All frames/relay racks must conform to NEBS. Equipment, frames/relay racks are not compliant if constructed of non-steel and/or non-welded equipment frame materials. Installation of non-compliant frames/relay racks in any collocation arrangement in any Frontier Telephone Central Office is prohibited.

Please provide the applicable Service Group (SG) for all your respective laser equipment located within Frontier's Central Offices. These SG's are based on the power levels and can be found in the ANSI Standard 136.1 "For The Safe Use of Lasers".

VI. OUTSIDE PLANT FIELD SURVEY

1. Please indicate the method you will be using to establish your collocation

_____

_____

_____ _____

_____

3. Cable Requirements	**Cable Support Structure**
A. Number of cables to be placed:	_____
B. Size of Cables (diameter):	_____
C. Type of Cable: (manufacturer's name)	_____

VII. COLLOCATOR'S VENDOR SELECTION

1. Engineering Vendor _____
Address _____
Telephone Number

2. Outside Plant Vendor (Cable Placement) _____
Address _____
Telephone Number

3. Outside Plant Vendor (Cable Splicing) _____
Address _____
Telephone Number

4. Equipment Installation Vendor _____
Address _____
Telephone Number

VIII. CERTIFICATE OF INSURANCE

A Certificate of Insurance must be provided for all new sites prior to occupancy.

Certificate Attached: Yes ____ No ____ If Yes, please provide expiration date: _____

If No, date Certificate to be provided: _____

IX. REMARKS:

_____

_____

_____

_____

Please submit this application, all supporting documentation and applicable application fee to:

Collocation Project Manager
Frontier Communications
180 South Clinton Avenue
Rochester, N.Y. 14646

NOTE: Failure to provide all requested information and associated documentation may result in delays in the processing of this application.

***** By submitting an application for collocation, the CLEC is accepting (as a matter of contract) the terms of the filed tariff, or collocation contract, until such tariff, or contract is superceded by an effective tariff, or contract. *****

EXHIBIT C

Method of Procedure Authorization

Contracting Company:		MOP Number (Assigned by Frontier):	
Frontier Order Number (TF, FRED,etc.):		Office/CLLI Code:	
Contracting Company Address:		Project Start Date (MM-DD-YYYY):	
		Project Completion Date (MM-DD-YYYY):	
MOP Prepared by:	Date Submitted:	Phone Number:	

Contracting Supervisor on the Job:	Contact Numbers (cell/pager):	Frontier Representative Performing Walk-Through:	Contact Numbers (cell/pager):

Approved to Start Work:	**YES**	**NO**	Date for Work to Begin:	
Approval Signature and Date:				

Reasons for NO Approval:

Safety

Contractors performing the work in this MOP have reviewed and are in conformance with the safety and service protection requirements specified in Frontier's Safety and Procedural Handbook pertaining to, but not limited to the following categories:	**Initial**	
	Contractor	**Frontier**
Personal Safety (clothing, eye protection, protective headgear, etc.)		
Fire Protection (material storage, housekeeping, location of fire extinguishers, etc.)		
Housekeeping (trash removal intervals, etc.)		
Building Conditions (lighting, stairways, rolling ladders, etc.)		
Tools and Installation Equipment (ladder safety, electrical tools, etc.)		
Environmental Hazards		

General/Specific Description of Work

Building

List specific building locations (walls, floors, equipment, etc.) requiring protection and the protection to be provided:

Building and/or Equipment Location	**Protection to be Provided**

List any designated storage or staging location(s) for tools and other equipment during the construction interval:

List Specific Installations and/or Removal
(Cages, Racks, Walls, Switching Equipment Lucent 5ESS/Nortel DMS, etc.)

Provide the specific details (steps) of the work to be performed:	**Is this step service effecting? (Y or N)**

If a step has been determined to be service effecting, then provide specific details as to the nature of outage:			
Step No.	**Equipment Effected**	**Duration of Outage**	**Effect to Collocators**

In case of emergency, contact **one** of the following Frontier Represenative(s):								

ATTACHMENT 4

LOCAL NUMBER PORTABILITY

ATTACHMENT 4 – Local Number Portability

SECTION 1. Local Number Portability (LNP)

1.1 Carrier agrees to follow the procedures in Frontier's Local Service Provider Guide for the porting of numbers.

1.2 Terms and Conditions

Frontier will only provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

An LNP telephone number may be assigned by Carrier only to Carrier's End Users located within Frontier' rate center, which is associated with the NXX of the ported number.

Six months after LNP becomes available, Interim Service Provider Number Portability (ISPNP) will cease to be available and all existing ISPNP arrangements will terminate.

1.3 Obligations of Parties

Both Parties will participate in LNP testing in accordance with North American Numbering Council (NANC) standards.

Both Parties will follow recommended National Emergency Number Association (NENA) standards for LNP until such time the standards are superceded by federal, state, or local legislation.

Carrier is required to send to Frontier a completed Bona Fide Request Form for LNP deployment in non LNP capable offices. See Exhibit A.

Carrier 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.

Carrier is required to meet all mutually agreed upon testing dates and implementation schedules. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request perform tests to validate the operation of the network.

Each Party is responsible for the following:

Adhere to all Number Portability Administration Center (NPAC) and North American Numbering Council (NANC) requirements and in providing its own access to regional NPAC.

For providing its own access to the Service Order Administration (SOA).

EXHIBIT A

LOCAL NUMBER PORTABILITY (LNP)
BONA FIDE REQUEST (BFR)

DATE: _____ (date of request)

TO: _____ (name of service provider)
_____ (address of service provider)
_____ (contact name /number)

FROM: _____ (requester/service provider name/ID)
_____ (requester/operating company number (OCN))
_____ (requester switch(es)/CLLI)
_____ (authorized by name)
_____ (authorized by title)
_____ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI[1]	Rate Center Name[2]	Rate Center VC/HC[2]	NPA-NXX(s)[3]
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

Please provide Requestor's information below:

CARRIER/REQUESTOR:

CLLI[1]	Rate Center Name[2]	Rate Center VC/HC[2]	NPA-NXX(s)[3]
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATES: Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)
Requested code opening date: _____ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

EXHIBIT A

LOCAL NUMBER PORTABILITY (LNP)
BONA FIDE REQUEST (BFR)
(Continued)

Notes: 1 List each switch targeted for LNP by its specific CLLI code.

[2] **Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates;** Source of the LERG information: Destination Code Record (DRD) Screen.

[3] Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested. Then provide list of desired NPA NXX(s).

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while Carrier may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.

EXHIBIT B

Acknowledgment of
LNP Bona Fide Request (BFR)

DATE: _____ **(date of response)**

TO: _____ (requester/Carrier name/ID)
_____ (contact name/address/number)
_____ requester switch(es)/CLLI)

FROM: _____ (name of service provider)
_____ (address of provider)
_____ (contact name/number)

Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	*Modified Effective Date*	Ineligible NPA-NXXs
_____(CLLI 1)	_____		_____	_____
_____(CLLI 2)	_____		_____	_____
_____(CLLI 3)	_____		_____	_____
_____(CLLI 4)	_____		_____	_____

Switch request(s) denied/reason for denial:

_____(CLLI 1)_____
_____
_____(CLLI 2)_____
_____
_____(CLLI 3)_____
_____

Authorized company representative signature/title: _____

ATTACHMENT 5

UNBUNDLED NETWORK ELEMENTS

ATTACHMENT 5 – UNBUNDLED NETWORK ELEMENTS

SECTION 1. DEFINITIONS

1.1. Bridged Tap Removal is the physical act of "cutting off" part of the metallic facility along the cable route to remove cable not in the direct electrical path. The original loop could have made multiple appearances along the cable route and the service subscribed to by the End User may have limited tolerances to total bridged-tap on a circuit.

1.2. Cable Loading is the process of adding load coils to a metallic cable facility.

1.3. Cable Unloading is the process of removing load coil(s) from a metallic cable facility.

1.4. Conditioning of an unbundled local loop includes, without limitation, cable unloading, cable loading, bridged tap removal, or any combination of these.

1.5. Digital Loop Carrier (DLC) is a system that enables multiple End Users to share a single digital transmission line running between a remotely located multiplexing unit and a central office.

1.6. Main Distribution Frame (MDF) is hardware that connects cable pairs to the line and trunk equipment terminals of a switching system.

1.7. Unbundled Local Loop is the transmission path from Frontier MDF, or its equivalent, up to and including the Frontier Network Interface Device (NID) at End User premises.

SECTION 2. GENERAL TERMS

2.1 Unbundled Network Elements (UNE) are provided in accordance with the specifications described herein. Frontier sole obligation is to provide and maintain Unbundled Network Elements in accordance with such specifications. Frontier shall not be required to provide or combine Unbundled Network Elements to any extent beyond what is required by law. Frontier DOES NOT WARRANT THAT UNBUNDLED NETWORK ELEMENTS ARE COMPATIBLE WITH ANY SPECIFIC FACILITIES OR EQUIPMENT OR CAN BE USED FOR ANY PARTICULAR PURPOSE OR SERVICE. Transmission characteristics may vary depending on the length of the unbundled local loop and may vary due to characteristics inherent in the physical network. Unbundled Local Loop specifications described in this agreement apply only to the Unbundled Local Loop as defined herein. Frontier, in order to properly maintain and modernize the network, may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in changes to transmission parameters.

2.2 Unbundled Network Elements may not be used to provide any service that would degrade or otherwise adversely affect Frontier network services, e.g., introduce harmful voltages or electrical currents in excess of standards used in common industry practice. Frontier will provide Carrier each Unbundled Local Loop type according to the technical parameters specified for each Unbundled Local Loop in Section 3.0 below. Frontier will determine the medium over which the Unbundled Local Loop is provisioned to meet the appropriate technical parameters, except that, if Carrier requires a specific type of Unbundled Local Loop to meet the technical requirements of a proposed service, Frontier will consider the request on a case-by-case basis.

2.3 Unbundled Network Elements are only available to the Carrier for use in its provisioning of local exchange service to its End Users. Any combination of unbundled elements which when combined equates to a substantially similar service provisioned through the retail tariff, will be offered and priced as resale not as the cumulative of unbundled elements.

2.4 It is Carrier's responsibility to provision and provide E911 Services to its End Users that are provisioned utilizing Frontier Unbundled Network Elements.

2.5 In the event any modification of Frontier facilities is required to implement an unbundled local loop at any given location, additional charges will apply. Frontier is not required to construct or provide Unbundled Network Elements where facilities do not currently exist.

2.6. To the extent that Frontier files a tariff that specifies terms, conditions, or rates for the performance of any action or obligation that would otherwise be governed by this Agreement and such tariff is duly approved by an appropriate governmental agency with jurisdiction over its subject matter, the terms, conditions, and/or rates of this Agreement will be superseded by the tariff.

2.7. Carrier shall access Frontier Unbundled Network Elements specifically identified in this Agreement via Collocation at the Frontier Wire Center where those elements exist and each UNE shall be delivered to Carrier's collocation at applicable rates set forth herein.

2.8 Carrier may not access a UNE for the exclusive provision of interexchange services. Unbundled loops ordered by CARRIER into a third party collocation cannot be used by the third party collocator to provide retail interexchange services. Facilities connecting Frontier's network and interexchange carriers' networks do not qualify as UNEs and will not be available to CARRIER as UNEs.

SECTION 3. TYPES OF UNBUNDLED NETWORK ELEMENTS

3.1 Frontier will make the following UNEs available to Carrier pursuant to this agreement.

- 2-Wire Analog Loop
- 4-Wirel Analog Loop
- 2-Wire ADSL Capable Loop
- 2-Wire ISDN BRI Capable Loop
- DS-1 Capable Loop (Channel Term Only)

3.2 ANALOG CAPABLE LOOP

3.2.1 Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at the Carrier's end user's premises. CARRIER shall not install equipment on analog Loops that exceeds the specified bandwidth.

3.2.2 Frontier will provide analog Loops based on available facilities.

3.3 DS1 LOOPS

3.3.1 The 4-Wire DS-1 Capable Loop transports bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbps. The 4-Wire DS-1 Capable Loops are only available to Carrier for use in its provision of local exchange service to its end users.

3.3.2 It will be at Frontier's discretion to determine the manner that the 4-Wire DS-1 Capable Loop is provided. This may include, but is not limited to, the following: (i) Metallic based span T-1 equipment, (ii) Channel of a fiber based system, or (iii) Combination of both fiber and metallic.

3.3.3 In those instances where a 4-Wire DS-1 Capable Loop is not available due to lack of facilities, Carrier will incur additional expenses associated with any or all of the following work activities: (i) Engineering of loop facilities, (ii) cable unloading/loading and/or bridged tap removal.

3.3.4 Carrier may obtain a maximum of ten unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops. If CARRIER has more than ten DS1 loops to a single building Carrier will transition any DS1 loops in excess of ten to another service within 90 days. Close

3.4 ADSL CAPABLE LOOP

3.4.1 The 2-Wire ADSL Capable Loop makeup includes no bridged tap, no loading, no repeaters, 15,000 ft, maximum loop length, and 24 gauge (possible 22124/26 gauge) wire combination.

3.4.2 Each request for a 2-Wire ADSL Capable Loop will go through a pre-qualification process. In those instances where a 2-Wire ADSL Capable Loop is not available, Carrier will incur additional expenses associated with any or all of the following work activities: (i) Engineering of loop facilities, (ii) cable unloading and/or bridged tap removal.

3.5 ISDN BRI CAPABLE LOOP

3.5.1 The 2-Wire ISDN BRI Capable Loop is a loop facility that will meet the design requirements for ISDN Basic Rate Interface (BRI) standards of 144 Kbps customer useable data capacity channelized as 2B + D. The 2-Wire ISDN BRI Capable Loop makeup includes a 15,000 ft. loop length,

3.5.2 There are some end user locations served by loop facilities and transmission equipment that are not compatible with the ISDN BRI technical requirements and or are beyond the normal loop lengths for ISDN BRI. Frontier will consider requests far a 2-Wire ISDN BRI Capable Loop for these locations and will determine separate charges for each request on a case-by-case basis. Carrier agrees to pay the quoted charges prior to commencement of work.

3.5.3 The 2-Wire ISDN BRI Capable Loop is typically provided in the following configurations:

3.5.3.1 Non-loaded metallic loop technically qualified for ISDN BRI transmission without the need for additional equipment.

3.5.3.2 A combination of UDLC channels and a qualified non-loaded metallic loop.

SECTION 4. <u>DEDICATED TRANSPORT</u>

4.1 Dedicated Transport consists of Frontier transmission facilities between wire centers or switches owned by Frontier.

4.1.2 Frontier shall provide access to Dedicated Transport as a UNE in a non-discriminatory manner. Dedicated Transport may be used for the purpose of combining with loops into EELs. If facilities are not available, and Frontier is not obligated under the Act to build Unbundled Network Elements (“UNEs”), Frontier may consider a request to build UNEs based on a CLEC request for construction and may charge for the construction through quoted non-recurring charges or as otherwise agreed to by the Parties.

Frontier shall provide Carrier with nondiscriminatory access to dedicated transport on an unbundled basis as set forth in this Attachment.

4.3 Dedicated Transport is available pursuant to Carrier’s Agreement and the following terms and conditions.

4.3.1 DS1 Dedicated Transport - Frontier will provide DS1 Dedicated Transport.

4.3.2 Carrier may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits on each Route where DS1 dedicated transport is available on an unbundled basis.

4.4 DS3 Dedicated Transport - Frontier will provide DS3 Dedicated Transport.

4.4.1 Carrier 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

SECTION 5. ENHANCED EXTENDED LINK (EEL)

5.1 Definitions

5.1.1 EEL - An Enhanced Extended Link (EEL) for the purposes of this Amendment consists of a combination of an unbundled loop and unbundled Dedicated Transport (with or without multiplexing capabilities), together with any facilities, equipment, or functions necessary to combine those Unbundled Network Elements.

5.1.2 High Capacity EEL – "High Capacity EEL" is a loop-transport combination when the loop or transport is of DS1 or DS3 capacity. High Capacity EELs may also be referred to as "DS1 EEL" or "DS3 EEL," depending on capacity level.

5.1.3 An EEL has two rate elements: (1) unbundled loop, and (2) unbundled Dedicated Transport. For the first rate element, the rates in the Agreement for Unbundled Local Loop apply. For the second rate element, the rates in Section 7.3.2 of this Amendment Three apply. When CLEC orders multiplexing as a UNE, the multiplexing charge in Section 7.3.2 of this Amendment applies.

5.2 Service Eligibility Criteria for High Capacity EELs. CLEC will certify in writing prior to ordering or converting each high capacity loop in combination with, or commingled with, a Frontier provided high capacity transport facility or service after execution of this Amendment, that each criterion below is met for each combined high capacity circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent on a DS3 EEL.

5.2.1 Each circuit to be provided to each end user customer will be assigned a local number prior to the provision of service over that circuit.

5.2.2 Each DS1-equivalent circuit on a DS3 EEL must have its own local telephone number assignment, so that each DS3 circuit has at least twenty-eight (28) local telephone numbers assigned to it.

5.2.3 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.

5.2.4 Each circuit to be provided to each end user customer will terminate at a physical collocation arrangement that is established pursuant to 251(c)(6) of the Telecommunications Act, that is located in a Frontier central office within the same LATA as the customer premises.

5.2.5 Each circuit to be provided to each customer must be served by an interconnection trunk that meets the requirements of 47 C.F.R. § 51.318., that is, the requesting carrier will transmit the calling party's number in connection with calls exchanged over the trunk.

5.2.6 For every 24 DS1 EELs or other facilities having equivalent capacity, the requesting telecommunications carrier will have at least one active DS1 local service interconnection trunk

that meets the requirements of 47 C.F.R. § 51.318, that is, the requesting carrier will transmit the calling party's number in connection with calls exchanged over the trunk.

5.2.7 Each circuit to be provided to each customer must be served by a switch capable of providing local voice traffic.

SECTION 6. CONDITIONING

If Carrier requests Unbundled Local Loop conditioning or if conditioning is required to provide one of the Unbundled Network Elements described in this agreement, Frontier will condition the unbundled local loop at Carrier 's expense. Frontier will determine separate charges for each request. Carrier agrees to pay the quoted charges prior to commencement of work.

SECTION 7. PLACEMENT OF REPEATERS

Placement of repeaters may be required or requested for Unbundled Network Elements. Frontier will make this determination, but Carrier may request placement of repeaters to meet its specifications. Additional charges will apply to the placement of repeaters. Frontier will determine separate charges for each repeater placement. Carrier agrees to pay the quoted charges prior to commencement of work.

SECTION 8. RESPONSIBILITIES OF THE PARTIES

Ninety days prior to submitting any Unbundled Local Loop service orders, Carrier must provide to Frontier forecasts of the numbers of Loops that Carrier plans to order from Frontier at the exchange level. Thereafter, Carrier will update the forecasts on a quarterly basis. The form for submitting initial & subsequent quarterly forecasts is the Estimated Volumes for Unbundled Local Loop page of the Carrier Master Account Questionnaire.

SECTION 9. IMPLEMENTATION

To ensure correct provisioning, Frontier highly recommends that Carrier and Frontier have a technical meeting prior to Carrier ordering Unbundled Network Elements unless Carrier has been ordering Unbundled Network Elements from Frontier under a previous Interconnection Agreement.

9.1. Certain of Frontier geographical areas are currently served via Digital Loop Carrier (DLC) or Remote Switching Technology. If Carrier requests one or more Unbundled Network Elements in these areas, Frontier will notify Carrier of the lack of available facilities. Carrier may request alternative arrangements if they are available. Additional charges may apply. Frontier will determine separate charges for each request. Carrier agrees to pay the quoted charges prior to commencement of work.

SECTION 10. ORDERING AND MAINTENANCE

10.1 Carrier agrees to follow the procedures in Frontier's Local Service Provider Guide for ordering and maintenance of UNEs.

10.2 Each Party is responsible for its own End User base and will have the responsibility for resolution of any service trouble report(s) from its End Users. Frontier will work cooperatively with Carrier to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Frontier's network. Carrier must provide to Frontier test results and shall test its End User's trouble prior to Frontier performing any repair functions. When Carrier has reported the trouble and such trouble is not in Frontier's network, Frontier will apply to Carrier a maintenance service charge based on Frontier's respective tariff. Carrier agrees to follow the procedures defined in the Guide for trouble reporting.

10.3. Carrier must submit to Frontier a disconnect order for any Unbundled Local Loop that is relinquished by the End User because of cessation of service. Unbundled Local Loop facilities will be returned to Frontier when the disconnection order is complete. In the event of transfer of the End User's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnection and reconnection of service.

10.4. When ordering Unbundled Network Elements, Carrier is responsible for obtaining or providing facilities and equipment that are compatible with the service.

10.5 Carrier will have responsibility for testing the equipment, network facilities and the Unbundled Local Loop facility.

SECTION 11. RATES

Rates for Unbundled Network Elements are specified in Attachment 7, Pricing.

ATTACHMENT 6

RESALE OF LOCAL SERVICES

ATTACHMENT 6 – Resale of Local Services

Section 1. DEFINITIONS

1.1 Resale means an activity wherein Carrier subscribes to the retail telecommunications services of Frontier and then re-offers and provides those telecommunications services to the public under its own company name.

SECTION 2. SERVICE TO END USERS

2.1 Telephone numbers associated with Frontier's retail telecommunication services offered for resale are assigned to the service furnished. Carrier has no property right to the telephone number or any other call number designation associated with services furnished by Frontier, and no right to the continuance of service through any particular central office. Frontier reserves the right to change such numbers, or the central office designation associated with such numbers, or both, consistent with telephone number conservation and administrative practices, such as NPA splits, generally prevailing in the local exchange telecommunications industry.

SECTION 3. FRONTIER'S PROVISION OF SERVICES TO CARRIER

3.1. Carrier agrees that its resale of Frontier services will be as follows:

3.1.1. Except as specified in Section 3.6 below. The telecommunications services available at a wholesale discount for resale by Carrier will be limited to retail services made available to End Users and uses conforming to the class of service restrictions in Frontier's Local Exchange Service Tariff and pursuant to all rules and regulations related to the provision of local exchange services promulgated by the applicable Commission.

3.1.2. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Carrier will be notified and billing for that service will be retroactively changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection will apply at Frontier's sole discretion. Interest will apply at the rate of 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less, compounded daily for the number of days from the back billing date to and including the date that Carrier actually makes the payment to Frontier may be assessed.

3.2. Resold services can only be used in the same manner as specified in Frontier's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of Frontier in the appropriate section of Frontier's Tariff. Specific Tariff features, e.g., a usage allowance per month, will not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one End User.

3.3. Carrier may resell Frontier's services only within the specific Frontier's service area as defined in Frontier's Tariff.

3.4. A subscriber line charge (SLC) or any federally mandated or state approved charge to End Users included in Frontier's tariffs will continue to be paid by Carrier without discount for each local exchange line resold under this Agreement.

3.5. Law enforcement agency subpoenas and court orders regarding End Users of Carrier will be directed to Carrier. Frontier will bill Carrier for implementing any requests by law enforcement agencies regarding Carrier End Users. Frontier will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with Carrier's End Users.

3.6. Carrier may resell the tariffed retail local exchange services of Frontier subject to the terms and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for Resale:

a) Calling Card
b) Employee Concessions Services
c) Promotional offers less than 90 days
d) Grandfathered Services
e) LifeLine and Link Up Services
f) Inside Wire
g) Installment billing options
h) Enhanced Services, excluding voice mail
i) End User Premise Equipment
j) 911 and E911 Services
k) Interconnection Services
l) Legislatively or Administratively Mandated Specialized Discounts (e.g., educational institution discounts)

3.7 Carrier agrees to abide by the terms and conditions of the Local Service Provider Guide, which is incorporated by reference herein.

Carrier is liable for all fraud associated with service to its End Users and accounts. Frontier takes no responsibility, will not investigate, and will make no adjustments to Carrier's account in cases of fraud unless such fraud is the result of intentional misconduct or gross negligence of Frontier.

3.8 Telecommunications services provided directly to Carrier for its own use and not resold to End Users must be identified by Carrier as such, and notwithstanding any available wholesale discount, Carrier will pay retail prices for such services.

SECTION 4. MAINTENANCE OF SERVICES

4.1 Services resold by Frontier will be maintained by Frontier, up to and including the Network Interface Device.

4.2 Carrier or its End Users may not rearrange, move, disconnect, add additional services, remove or attempt to repair any facilities owned by Frontier, other than by connection or disconnection to any interface means used.

4.3 Carrier accepts responsibility to notify Frontier of situations that may arise, resulting in service problems.

4.4 Carrier will be the single point of contact for all repair calls on behalf of Carrier's End Users.

4.5 Carrier will contact the appropriate repair centers in accordance with procedures established by Frontier.

4.6 For all repair requests, Carrier accepts responsibility for adhering to Frontier' prescreening guidelines prior to referring the trouble to Frontier.

4.7 Frontier will bill Carrier for handling troubles that are found not to be in Frontier' network pursuant to its standard time and material or dispatch charges as set forth in Frontier' Tariff.

4.8 Frontier reserves the right to contact Carrier's End User if deemed necessary, for maintenance purposes in an emergency or as a result of a service call which Carrier may initiate.

4.9 Carrier acknowledges that any chat line services being offered by Carrier over Frontier's facilities shall only be provisioned by Frontier on a blockable "NXX" central office code.

SECTION 5. ESTABLISHMENT OF SERVICE

5.1 When notification is received from Carrier that a current End User of Frontier will subscribe to Carrier's service, standard service order intervals for the appropriate class of service will apply.

5.2 When an existing End User of Frontier switches to Carrier, Carrier must provide Frontier with the End User line numbers and applicable feature detail, as set forth in the Local Service Provider Guide.

SECTION 6. DISCONTINUANCE OF SERVICE TO END USER

The procedures for temporarily denying or permanently disconnecting service to an End User are as follows:

6.1 Frontier will temporarily deny service to Carrier's End User on behalf of, and at the request of Carrier. Upon restoration of the End User's service, restoral charges will apply and will be charged to the master account of Carrier.

6.2 All requests by Carrier for temporary denial, restoration, or permanent disconnection of an End User for nonpayment must be in writing and must be on, or accompanied by, the appropriate ordering form. Carrier is responsible for compliance with regulatory requirements for termination and temporary disconnection of service to End User(s).

6.3 Carrier will be solely responsible for notifying the End User, in advance, of the proposed temporary denial or permanent disconnection of the service.

6.4 Frontier will advise Carrier when it is determined that annoyance calls are originated from one of their End User's locations. Frontier will be indemnified, defended and held harmless by Carrier and/or the End User against any claim, loss, or damage arising from providing this information to Carrier. It is the responsibility of Carrier to take the corrective action necessary with its End Users who make annoying calls. Failure to do so may at Frontier's option result in Frontier disconnecting the End User's service.

SECTION 7. DISCONTINUANCE OF SERVICE TO CARRIER

The procedures for discontinuing service to Carrier are as follows unless otherwise defined by the Commission:

7.1 Where Carrier discontinues its provision of service to all or substantially all of its End Users, the Carrier must send advance written notice of such discontinuance to Frontier, comply with any applicable Commission regulatory requirements and to each of the Carrier's End Users. Such notice must include a verification that the Carrier has notified its End Users of the discontinuance, and must state the date on which such End User notice was mailed. If the End User fails to make other arrangements within fifteen (15) days of the date of notice provided by the Carrier, Frontier will serve the End User at its retail rates as if the End User had applied for new service, subject to Frontier's retail connection charges and other requirements applicable to other new End Users including but not limited to payment of deposits, advance payments and prior amounts owing to Frontier.

ATTACHMENT 7

PRICING

Attachment 7 – PRICING

1.1 RECIPROCAL COMPENSATION

1.1.1 ISP Bound, pursuant to the Section 2.16 in the General Terms and Conditions, and Local wireline to wireline traffic will be terminated by the Parties on a Bill and Keep basis.

1.1.2 Transit Service–per MOU $ 0.0061854/MOU

1.1.3 Wireline to Wireless traffic
or Wireless to Wireline traffic $ 0.011/MOU

1.1.4 Carrier will provide accurate Calling Party Number ("CPN") and/or Automatic Number Identification ("ANI") on at least ninety-five percent (95%) of all traffic delivered to the POI. Where CPN and/or ANI is not provided, Carrier agrees to pay the applicable intrastate terminating access charges for such traffic.

1.2	**Unbundled Dedicated Transport**	**Monthly Recurring**	**Nonrecurring**
	DS1 Dedicated Transport – fixed per mile 0-8	$34.12	$3.25
	DS1 Dedicated Transport – fixed per mile 8-25	$34.95	$3.25
	DS1 Dedicated Transport – fixed per mile 25-50	$36.80	$3.25
	DS1 Dedicated Transport – fixed per mile Over 50	$35.44	$3.25
	DS3 Dedicated Transport – fixed per mile 0-8	$219.24	$54.79
	DS3 Dedicated Transport – fixed per mile 8-25	$222.65	$54.79
	DS3 Dedicated Transport – fixed per mile 25-50	$204.76	$54.79
	DS3 Dedicated Transport – fixed per mile Over 50	$216.42	$54.79
	Enhanced Extended Link (EEL) Mux		
	DS3/DS1	$248.81	$214.50
	DS1/DS0	$233.80	$214.50

1.3 Unbundled Local Loop Rates

	Monthly Recurring	**Nonrecurring**
2-Wire Analog Loop	$23.06	$13.20
4-Wire Analog Loop	$45.12	$26.40
2-Wire ADSL Capable Loop	$34.97	$26.40
2-Wire ISDN BRI Capable Loop	$34.97	$26.40
DS1 Capable Loop (Channel Term Only)	$136.53	$79.20
Cross Connects		
2-Wire Jumper	$1.75	$13.20
4-Wire Jumper	$3.50	$26.40
NID Only	$1.20	$6.90

Nonrecurring Charges

End User Loop Information – Per loop	$10.00
Pre-Qualification Charge Per loop (manual loop pre-qual only – does not apply to automated pre-qual)	$27.18
Cancel/Reject Charge	$10.00

Order Change Charge	*See Supplemental PON Charges
Due Date Charge	**See Supplemental PON Charges

Expedited Orders	***See Miscellaneous Charges

Network modification requests such as, but not limited to, conditioning (Cable Loading or Unloading, Load Coil Rearrangement and Bridged Tap Removal) and Placement of Repeaters will be priced on an individual case basis.

1.4 Collocation Rates

(A) Nonrecurring Charges

(1) Processing Fee	
Initial, - per order, per wire center	$2,440.00
Subsequent, -per order, per wire center	$2,440.00
Augmentation, - per order, per wire center	$2,440.00
(2) Engineering Fee	
-Physical Caged EIS- per order, per wire center	$6,240.00
-Physical Cageless EIS- per order, per wire center	$6,240.00
-Virtual EIS- per order, per wire center	$6,240.00
(3) Cable Pull Charge	
- per cable, per 100 feet	$ 904.80
(4) Office Arrangement	
-cable pull is also available	
(A) Caged Arrangement- per order, per wire center	$4,608.61
(B) Cageless Arrangement, Citizen's does installation	
- Per each standard bay	$1,520.00
- Per each standard bay with Relay Rack	$5,320.00
(C) Cageless Arrangement, customer performs Installation	
- Per each cabinetized bay; Customer supplies cabinet.	$1,520.00
(5) Building Modification Charge	
- This will be determined on a time and material basis from the Special Construction section of this tariff, Section 10.	ICB
(6) Installation Charge	
-per OC1or 90 Mb, per base module	$1,567.30
-per OC3, per base module	$2,153.42
-per DS1 card	$ 222.77
-per DS3 card	$ 321.78
(7) AC Power Equipment	
-per 20 Amps, per wire center	$1,475.00
(8) Cross Connect	
-per DS0	$ 413.57
-per DS1	$ 352.85
-per DS3	$1,249.98
(9) DC Power	
-per 40 Amps	$3,527.04

(B) Monthly Recurring Charges

(1) Floor Space	
- cageless, per one standard bay (10 sq. ft maximum)	$ 109.00

-cageless, per one cabinetized bay (18 sq.ft. maximum)	$ 178.00
-cageless, per additional sq. ft.	$ 8.58
- all other applications, per sq. ft.	$ 8.58
(2) DC Power	
-per 40 Amps	$ 487.49
(3) Cross Connect	
-per DS0	$ 1.25
-per DS1	$ 3.90
-per DS3	$ 48.00
Multiplexing DS3-DS1	*
(4) Maintenance	
-per relay rack	$ 44.00
(5) AC Power Charge	
- Per 20 Amps	$ 274.49

(C) Additional Labor Rates	**Per Increment Below**
(1) During normal business hours, all Labor beyond normal assistance is Charged at the hourly rate	
- per technician, per hour, or portion thereof	$ 47.00
(2) All service provided after normal business hours	
- Charge for the first 4 hours, or portion thereof	$ 284.00
- Charge for additional hours, or portion thereof	$ 71.00
(3) Training Charge	$ 47.00

1.5 RESALE

1.5.1 Nonrecurring Charges:

A nonrecurring charge will apply when converting a Frontier account to a Carrier account or when changing an End User from one Carrier to another.

1.5.2 Basic Residential Line Service and Basic Business Line Service and Public Access Line Service that is subject to resale will be discounted at 12% from the published rates in the state local tariff for the rate center where service is being requested.

1.6 Supplemental PON Charges

1.6.1 A supplement is any new iteration of a local service request.

Supplement # **1**

Cancel - Indicates that the pending order is to be canceled in its entirety.

Charge - $14.38

Supplement # **2**

New desired due date - Indicates that the pending order requires only a change of desired due date.

Supplement # **3**

Other - Any other change to the request.

Supp 2 & 3 Charges are as follows:

Order Type	Residence Resale	Business Resale	Residence Porting	Business Porting	Residence ULL/UNE	Business ULL/UNE
Charge Per Number	$11.01	$17.83	$11.01	$17.83	$8.86	$14.34
*Expedite Charge will be applied ($35.20 per telephone number) for any Portings stopped on the DD & subsequently reappointed with a new Due Date.						

1.7 OTHER MISCELLENEOUS CHARGES

1.7.1 Expedite Charge – Applies on any work requested before the next available due date or before the standard interval for that service.

The expedite charge is applied for each telephone number being expedited.

NONRECURRING

Residence $35.20
Business $35.20

Additional Labor Charges also apply if the work is done after hours or on the weekend.

1.7.2 Preferential/Vanity Numbers

NONRECURRING

Residence $42.33
Business $84.45

1.7.3 Concurrence Charge

The CLEC is responsible to create subscription versions in the NPAC prior to the 18-hour window. In the event that the CLEC does not create the subscription version(s) within the prescribed time frame, the CLEC is responsible to notify Frontier during regular business hours of the need to concur. Failure to do so may result in a delayed porting. A concurrence charge is applied for each telephone number needing concurrence.

NONRECURRING

Residence $11.01

Business	$17.83