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ZACHARY E. PELHAM

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October 8, 2008

Darrell Nitschke
Executive Director
North Dakota Public Service Commission
Capitol
600 East Boulevard, 12th Floor
Bismarck, ND 58505

RE: Midcontinent Communications/Consolidated Telcom
Petition for Approval of Agreement

Dear Mr. Nitschke:

Enclosed for filing are the original and seven copies of MIDCONTINENT COMMUNICATION'S PETITION FOR APPROVAL OF INTERCONNECTION AGREEMENT.

This document is also being transmitted electronically to your office. Also enclosed is an extra copy of the Petition to be filed stamped and returned in the self-addressed, stamped envelope.

If you have any questions, please do not hesitate to contact our office.

Thank you for your attention to this matter.

Sincerely,

PEARCE & DURICK

A handwritten signature in dark ink, appearing to read "Zachary E. Pelham", written over a circular embossed seal.

ZACHARY E. PELHAM

ZEP/ak

Enclosures

cc via email: Michael Maus
Mary Lohnes
J.G. Harrington

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

Case No. PU-08-_____

Midcontinent Communications, a)
South Dakota Partnership,)
)
Complainant,)
)
vs.)
)
Consolidated Telcom,)
)
Respondent.)

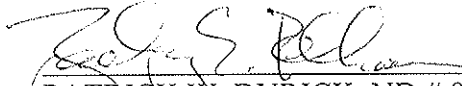
MIDCONTINENT COMMUNICATION'S PETITION
FOR APPROVAL OF INTERCONNECTION AGREEMENT

Pursuant to 47 U.S.C. § 251(c)(1) and § 251(c)(2), Midcontinent Communications ("Midcontinent") filed a Notice of Bona Fide Request for Facilities Based Interconnection Agreement with local number portability in this matter. Thereafter, Midcontinent and Consolidated Telcom voluntarily agreed to an Interconnection Agreement. The parties agreed to enter into an Interconnection Agreement for the following exchanges: Bowman, Dodge, Halliday, Hettinger, Killdeer, Mott, Reeder, Rhame, Richardton, Scranton, and South Heart. The parties submit the Interconnection Agreement to the Commission for approval. The Interconnection Agreement is marked as Exhibit "A" and attached hereto.

WHEREFORE, Midcontinent requests that the Commission enter an Order approving the attached Interconnection Agreement pursuant to 47 U.S.C. § 252(e)(1).

Dated this 8th day of October, 2008.

PEARCE & DURICK



PATRICK W. DURICK, ND # 03141

ZACHARY E. PELHAM, ND #05904

Individually and as Members of the Firm

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Attorneys for Midcontinent Communications

EXHIBIT A

Interconnection Agreement Between
Consolidated Telcom and
Midcontinent Communications

INTERCONNECTION AGREEMENT

BETWEEN

Consolidated Telcom

AND

Midcontinent Communications

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ATTACHMENTS:

- Interconnection Attachment
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- Ancillary Services Attachment
- Preordering, Ordering, Maintenance and Repair Attachment
- Pricing Attachment
- Collocation Attachment
- Exhibit 1

INTERCONNECTION AGREEMENT

THIS AGREEMENT ("Agreement") is effective upon approval by the Commission (the "Effective Date"), and is entered into by and between Midcontinent Communications ("CLEC") with offices at 3901 North Louise Avenue, Sioux Falls, SD 57107 and Consolidated Telecom ("ILEC") with offices at 507 S. Main, Dickinson, North Dakota 58601. This Agreement may refer to either ILEC or CLEC or both as a "Party" or "Parties."

WHEREAS, ILEC is an Incumbent Local Exchange Carrier, as defined in Section 251(h) of the Act (47 U.S.C. § 251(h)), authorized to provide Telecommunications Services in the State of North Dakota and

WHEREAS, CLEC is a competitive local exchange Telecommunications Carrier authorized to provide Telecommunications Services in the State of North Dakota; and

WHEREAS, CLEC represents to ILEC that it is a Telecommunications Carrier under the Act and, acting as a Telecommunications Carrier, has requested interconnection with designated facilities of ILEC; and

WHEREAS, the Parties acknowledge that ILEC is a rural telephone company as defined in Section 3(37) of the Act (47 U.S.C. § 153(37)) and that by voluntarily entering into this Agreement, ILEC, as a rural telephone company, is not waiving its rights under Section 251(f) of the Act or waiving in any manner, express or implied, its exemption from Section 251(c) of the Act as of this time; and

WHEREAS, the Parties agree to interconnect their facilities and exchange Telecommunications Traffic specifically as defined herein; and

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

1. Purpose

- 1.1 The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform to each Party's obligations under Sections 251(a) and (b) of the Act.
- 1.2 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to exchange solely Information Services traffic or to act in any capacity other than as a common carrier. CLEC agrees that it is requesting and will use this arrangement for the primary purposes of exchanging Telecommunications Traffic and that any exchange of Information Service traffic will be incidental to the Parties' exchange of Telecommunications Traffic. The FCC has not determined whether IP-Enabled Traffic is a Telecommunications Service or an Information Service. For the purposes of this Agreement, IP-Enabled Traffic shall be treated in the same manner as other voice traffic. If the FCC determines that IP-Enabled Traffic is other than Telecommunications

Service and that IP-Enabled Traffic is not subject to interconnection requirements that are the same as those applicable to telecommunications services in all material respects, including requirements pursuant to Section 251 and 252 of the Act, any IP-Enabled Traffic exchanged under this Agreement shall be subject to the terms of this Agreement until such time as this Agreement is modified under the change in law provisions of Section 28 of the General Terms and Conditions of this Agreement.

- 1.3 CLEC agrees that it is requesting and will use this arrangement for the sole purpose of exchanging Local/EAS Traffic and that any exchange of toll traffic will be subject to the appropriate terms and conditions of each Party's access tariffs.
- 1.4 This Agreement is not intended to govern the exchange of traffic generated by Last Mile Providers that are not under common control with CLEC. CLEC will not transmit any traffic to ILEC that is generated by a Last Mile Provider not under common control with CLEC via the facilities and other arrangements contemplated by this Agreement. CLEC further agrees that, prior to transmitting any traffic to ILEC that is generated by a Last Mile Provider that is not under common control with CLEC, CLEC shall negotiate a new agreement for the exchange of such traffic in accordance with the terms of Section 2.2 of this Agreement and, further, if traffic from a Last Mile Provider is transmitted prior to finalized terms associated with Last Mile Provider, all traffic transmitted from CLEC shall be billed at current access rate until such time as an agreement on Last Mile Provider terms and conditions is finalized.

2. Term of the Agreement

- 2.1 This Agreement will commence upon approval by the Commission and has an initial term of two (2) years.
- 2.2 The Parties agree that no earlier than one hundred eighty (180) days and no later than one hundred twenty (120) days prior to the expiration of this Agreement, either Party will have the right to request the negotiation of a subsequent agreement. Such requests for renegotiation must be in the form of a written notice to the other Party ("Renegotiation Request"). If a Party requests the negotiation of a subsequent agreement and the Parties are unable to negotiate a subsequent agreement within one hundred thirty-five (135) days after receipt of the Renegotiation Request, either Party may petition the Commission to establish appropriate terms, conditions and prices for the subsequent agreement pursuant to Section 252 of the Act (47 U.S.C. § 252). During the pendency of any negotiations pursuant to a Renegotiation Request or any proceedings initiated by a Party under Section 252 of the Act and until the Commission issues its decision approving the subsequent agreement resulting from such proceedings, the Parties

will continue to provide services to each other pursuant to this Agreement.

- 2.3 If no Party requests renegotiation, but services continue to be provided beyond the expiration date of this Agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party; provided, however, that this Agreement cannot be terminated prior to ninety (90) days after the original expiration date.
- 2.4 If the Parties cease the exchange of traffic, then either Party may terminate this Agreement upon thirty (30) days written notice.

3. Termination of the Agreement

3.1 Termination for Default Not Cured Within Sixty (60) Days

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party may not terminate the Agreement unless it notifies the defaulting Party in writing of the alleged default and the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default means any one or more of the following:

- 3.1.1 A Party's refusal or failure in any material respect to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement; or
- 3.1.2 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 of the General Terms and Conditions; or
- 3.1.3 CLEC is adjudicated to not be a common carrier under the Act.
- 3.1.4 CLEC is adjudicated to not be a Telecommunications Carrier under the Act.

3.2 Termination for Insolvency or Bankruptcy

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

3.3 Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party, or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

4. Contact Exchange

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

5. Amendments

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

6. Assignment

This Agreement shall be binding upon the Parties and shall continue to be binding upon such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers any facilities used to provide services under this Agreement to a third party, unless the non-transferring Party reasonably determines that the legal structure of the transfer vitiates any such need, the transferring Party will require, as a condition of such transfer, that the transferee agree to be bound by all terms of this Agreement with respect to services provided over the transferred facilities pursuant to the terms of this Agreement. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld or delayed. Any Party asked to consent to an assignment shall be expressly permitted to (i) require proof of financial strength of the proposed assignee reasonably necessary to support the obligations of this Agreement being assumed and (ii) reasonably rely on the results of an investigation of prior complaints filed against or adjudicated against the proposed assignee. Notwithstanding the foregoing, either Party may assign this Agreement to a wholly owned corporate Affiliate by providing prior written notice to the other Party of such assignment or transfer and provided that the assigning entity agrees to remain personally liable to the other Party for all obligations

assigned by it. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, successors in interest and assigns.

7. Authority

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

8. Common Carrier Status

8.1 CLEC represents and warrants with respect to all services for which this Interconnection Agreement is sought, that CLEC will (i) offer such services to all potential users indifferently; and (ii) will allow customers to transmit information of the customer's own design and choosing.

9. Billing and Payment

9.1 In consideration of the services and facilities provided under this Agreement, the Parties shall bill each other on a monthly basis all applicable charges set forth in this Agreement or in Consolidated's Price Schedule. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within twenty (20) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the prior business day.

9.2 Undisputed Amounts. Except for amounts disputed in accordance with sections 9.3 & 9.4, the following shall apply:

9.2.1 If payment is not received within thirty (30) days from the bill date, Consolidated may provide written notice to Midcontinent that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date of the notice. If Consolidated does not refuse additional application for service on the date specified in the notice, and Midcontinent's noncompliance continues, nothing contained herein shall preclude Consolidated's right to refuse additional applications for service

without further notice.

- 9.2.2 If Midcontinent fails to make any payment following the notice under Section 9.3.1, Consolidated may on thirty (30) days written notice to Midcontinent discontinue the provision of existing services to Midcontinent at any time thereafter. Notice shall be as provided in Section 26 below. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If Consolidated does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and Midcontinent noncompliance continues, nothing contained herein shall preclude Consolidated's right to discontinue the provision of the services to Midcontinent without further notice.
- 9.2.3 If payment is not received within sixty (60) day of notice under Section 9.2.2, Consolidated may terminate this Agreement.
- 9.2.4 After disconnect procedures have begun, Consolidated shall not accept service orders from Midcontinent until all unpaid charges are paid in full in immediately available funds.

9.3 Disputed Amounts:

- 9.3.1 The Billed Party shall initiate a dispute on a billed amount only in accordance with section 9.4 ("Disputed Amount") herein. If during any consecutive twelve (12) month period, the Billed Party has unpaid Disputed Amounts in connection with unresolved disputes that exceed a total of \$10,000, such balance will become immediately due. The Billed Party must pay the balance of unpaid Disputed Amounts in full in immediately available funds, or be subject to discontinuance of service upon fifteen days' notice by the Billing Party.

9.4 Billing Disputes

- 9.4.1 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 "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The dispute shall be resolved in accordance with the Dispute Resolution Section 13. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-Paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law. If the billed Party has paid the Disputed Amounts

and the dispute is resolved such that a refund is required, the Billing Party shall refund the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law in either case calculated from the date the dispute was raised. In addition, the Billing Party may cease the provision of existing services for the nonpayment of unpaid, undisputed amounts in accordance with section 9.2.

9.4.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law.

9.4.3 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.

9.6 Audits

9.3.1 Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the accuracy of the other Party's billing, data, and invoicing in accordance with this Agreement. Any audit shall be: (i) performed following at least thirty (30) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) performed in a manner so as not to interfere with the audited Party's business operations; and (vi) done in compliance with the audited Party's security rules. Any audit shall be limited in scope only to records relevant in accordance with the services provisioned under this Agreement and shall not include access to records not relevant to investigating the particular dispute. Any billing adjustments made as a result of an audit shall extend no more than one year prior to the time of the audit request. Upon completion of an audit, the Parties shall adjust billing according to the result of the audit.

9.3.2 In addition to the audit provisions herein section 9.3.1, in the event of a dispute with regard to Misclassified Traffic pursuant to section 2.5.2 of the Interconnection Attachment, each Party shall have the right to audit the other Party's records to ensure that no traffic is misrouted, misclassified, or is otherwise in circumvention of access charges. Both Parties shall cooperate in providing the records required to conduct such audits. Upon request, the audited Party will cooperate in identifying the physical location of the End User Customer originating or terminating the call. No Party shall have the right to conduct an audit more than one time in a

consecutive twelve-month period.

9.4 Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard Automatic Message Accounting ("AMA") records made within each Party's network. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company and originating signaling information.

10. Compliance with Laws and Regulations

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

11. Confidential Information

11.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days of disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 11.2 of this Agreement. Nothing herein shall prohibit or restrict a Receiving Party from providing Proprietary Information to support a request for

arbitration, or in connection with Dispute Resolution, provided that the Disclosing Party is first given the opportunity to seek appropriate relief under the provisions of Section 11.2.

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

12. Fraud

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

13. Dispute Resolution

The Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its

breach.

13.1 Informal Resolution of Disputes

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Proprietary Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties, provided that documents or information that otherwise would be subject to discovery shall not be deemed exempt by virtue of having been transmitted to the other Party in connection with such negotiations.

13.2 Formal Dispute Resolution

If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties, such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitrator but shall otherwise pay their own expenses associated with the arbitration.

13.3 Continuous Service

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

14. Entire Agreement

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

conflict between any term of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

15. Expenses

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

16. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the condition resulting from the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated.

17. Good Faith Performance

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

18. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Dakota without regard to its conflict of laws principles and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

19. Headings

The headings in this Agreement are inserted for convenience and identification only and

shall not be considered in the interpretation of this Agreement.

20. Independent Contractor Relationship

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

21. Law Enforcement Interface

21.1 With respect to requests for call content interception or call information interception directed at CLEC's End User Customers, ILEC will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an End User Customer of the other Party, the Party initially contacted shall direct the agency to the other Party.

21.2 Notwithstanding 21.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

22. Liability and Indemnity

22.1 **DISCLAIMER**

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

22.2 Indemnification

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

persons, for:

- (1) damage to tangible personal property or for personal injury proximately caused by the negligence, willful misconduct or intentional acts or omissions of the Indemnifying Party, or its Last Mile Provider customers under common control, or the employees, agents or contractors of either of them; and
- (2) libel, slander, infringement of copyright, or invasion of privacy arising from the content of communications transmitted over the Indemnified Party's facilities by the Indemnifying Party, its Last Mile Provider customers under common control, or End User Customers of either the Indemnifying Party or its Last Mile Provider customers under common control.

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

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

- (1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party, after no less than ten (10) days prior notice to the Indemnifying Party, may proceed to defend or settle said Claim and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense of such defense or settlement.
- (2) The Indemnifying Party shall consult with the Indemnified Party prior to undertaking any compromise or settlement of any Claim(s), and the Indemnified party will have the right, at its sole option and discretion, to refuse any such compromise or settlement that (in the indemnified Party's sole reasonable opinion) might prejudice the rights of the Indemnified Party, and, at the Indemnified Party's sole cost and expense, to take over the defense, compromise or settlement of such Claim(s); provided, however, that in such event, the Indemnifying Party will neither be responsible for, nor will it be further obligated to indemnify the Indemnifying Party from or against, any Claims in excess of the amount of the refused compromise or settlement.
- (3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

22.3 Limitation of Liability.

- 22.3.1 Except for a Party's indemnification obligations under Section 22.2, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (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.
- 22.3.2 Except for a Party's indemnification obligations under Section 22.2, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct or actions of the other Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.
- 22.3.3 Except for a Party's indemnification obligations under Section 22.2 in no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages,

including, but not limited to, loss of anticipated profits or anticipated revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

22.4 Intellectual Property

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

23. Joint Work Product

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

24. Multiple Counterparts

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

25. No Third Party Beneficiaries

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

Party's business.

26. Notices

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

To: Midcontinent Communications	To: Consolidated Telecom
Mary Lohnes 5001 W 41 st Street Sioux Falls, SD 57106	Manager Paul Schuetzler P.O. Box 1408 Dickinson, ND 58602
With a copy to: J.G. Harrington Dow Lohnes PLLC 1200 New Hampshire Avenue, NW Suite 800 Washington, DC 20036	With a copy to: Hardy Maus & Nordsven PC Michael Maus 137 First Avenue West PO Box 570 Dickinson, ND 58602

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

27. Impairment of Service

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

28. Change in Law

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

28.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any (i) final, effective, unstayed, amendment to the Act, (ii) any effective legislative action that is not stayed or overturned, (iii) any effective, final, non-appealable regulatory or judicial order, rule, or regulation, (iv) a final non-appealable dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable to the pricing, terms and conditions of this Agreement, any of which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), then either Party may, to the extent permitted or required by the Amended Rules, by providing written notice to the other Party, require that the provisions of this Agreement that are revised, modified or reversed by the Amended Rules be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions renegotiated by the Parties to reflect each such Amended Rule.

29. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually-acceptable modification of the rejected portion(s).

30. Taxes and Fees

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

Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from taxes, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax exemption. Failure to provide the tax exemption certificate will result in no exemption being available to the purchasing Party until it is provided. If either party (Contesting Party) contests the application of any tax collected by the other Party (the Collecting party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contests, provided that the Contesting Party is liable for and has paid the tax contested.

31. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right (the "Marks") is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party's Marks, including, but not limited to, in sales, in marketing or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that the Party has a legal and valid license to use, except those Marks that the other Party also has a legal and valid license to use.

32. Non-Waiver

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

33. Referral Announcements

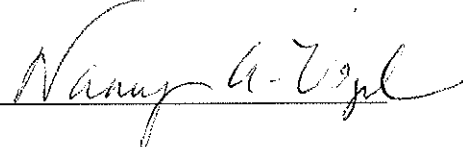
If CLEC has authorization (Letter of Authorization ("LOA") or third party verification) from an ILEC End User Customer, CLEC may submit a disconnect order on behalf of the ILEC End User Customer. ILEC will offer referral announcement service, which provides the new End User Customer telephone number, to CLEC on the same terms and conditions as ILEC offers to ILEC's end user customers at the retail rate.

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

CONSOLIDATED TELCOM

MIDCONTINENT COMMUNICATIONS

By: 

By: 

Name: Paul Schuetzler

Name: Nancy Vogel

Title: General Manager

Title: Director of Revenue Assurance
By Midcontinent Communications Investor,
LLC, Managing Partner of Midcontinent
Communications

Date: 9/30/08

Date: 9/24/08 _____

GLOSSARY

1. General Rule

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

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR).

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

2.2 ACT.

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

2.3 AFFILIATE.

Shall have the meaning set forth in the Act. (47 U.S.C. § 153(1)).

2.4 APPLICABLE LAW.

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

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

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

2.6 CALLING PARTY NUMBER (CPN).

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

2.7 CENTRAL OFFICE.

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

2.8 CENTRAL OFFICE SWITCH.

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

2.9 COMMISSION.

The North Dakota Public Service Commission.

2.10 COMMON CHANNEL SIGNALING (CCS).

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

2.11 COMMON CONTROL

Common ownership between two or more entities that exceeds 50 percent of the equity of all affected entities. E.g., if a company holds a 51 percent equity interest in one entity, a 56 percent equity interest in a second entity and a 40 percent equity interest in a third entity, the first and second entities will be deemed to be under common control, but the third entity will not be deemed to be under common control with either the first or second entity.

2.20 CONSOLIDATED TELCOM OPERATIONS AND NETWORK PLANNING HANDBOOK ("OPERATIONS HANDBOOK")

The planning document describing technical and operational coordination between the parties. The Operations Handbook will not supersede this Agreement and if contrary to the terms of this Agreement, this Agreement shall control.

2.12 DIGITAL SIGNAL LEVEL 1 (DS1).

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

2.13 DIGITAL SIGNAL LEVEL 3 (DS3).

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

2.14 DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between CLEC's switch (or its equivalent) and ILEC's switch.

2.15 END OFFICE SWITCH OR END OFFICE.

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

2.16 END USER CUSTOMER.

The residence or business subscriber that is the ultimate user of Telecommunications Services provided directly to such subscriber by either of the Parties or by a Last Mile Provider under common control with one of the Parties.

2.17 END USER CUSTOMER LOCATION.

The physical location of the premises where an End User Customer makes use of Telephone Exchange Service.

2.18 EXCHANGE AREA.

A geographic area defined by the Commission for the provision of Telephone Exchange Service.

2.19 FCC.

THE FEDERAL COMMUNICATIONS COMMISSION.

2.21 INFORMATION SERVICE.

Shall have the meaning set forth in the Act. (47 U.S.C. §153(20)).

2.22 INTEREXCHANGE CARRIER (IXC).

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

2.23 INTERLATA TRAFFIC.

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

2.24 INTRALATA TRAFFIC.

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

2.25 INTERNET PROTOCOL CONNECTION (IPC).

The physical location where End User Customer information is originated or terminated utilizing Internet protocol.

2.26 INTERNET PROTOCOL/ENABLED TRAFFIC (IP-ENABLED TRAFFIC)

IP-Enabled Traffic means any internet protocol-enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony, and includes Voice-over Internet Protocol ("VOIP") traffic. For purposes of this Agreement, IP-Enabled Traffic includes:

- (i) Voice traffic originating on an Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and
- (ii) Voice traffic originated on the PSTN, and which terminates on an IPC.
ISP-Bound traffic

2.27 ISP-BOUND TRAFFIC.

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

2.28 JURISDICTIONAL INDICATOR PARAMETER (JIP).

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

2.29 LAST MILE PROVIDER.

A Last Mile Provider is any entity that owns a physical wireline connection between the End User Customer and CLEC and has an agreement with CLEC. The Last Mile Provider shall provide non-nomadic services and shall be subject at minimum to applicable universal service and emergency service payment obligations.

2.30 LINE INFORMATION DATABASE (LIDB)

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

2.31 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.32 LOCAL/EXTENDED LOCAL CALLING SERVICE/EXTENDED AREA SERVICE (LOCAL/EAS) TRAFFIC

Local/EAS Traffic is any call, including IP-Enabled Traffic, that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or another mandatory local calling area associated with the originating Customer's exchange, as defined and specified in ILEC's local exchange tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local/EAS Traffic does not include traffic that originates from or is directed to or through an ISP. The local and ELCS exchanges to which this Agreement applies are those listed in Exhibit 1 to this Attachment.

2.33 LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning set forth in the Act. (47 U.S.C. § 153(26)).

2.34 LOCAL EXCHANGE ROUTING GUIDE (LERG).

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

2.35 NORTH AMERICAN NUMBERING PLAN (NANP).

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

2.36 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a

defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code” is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

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

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

2.38 POINT OF INTERCONNECTION (POI).

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

2.39 RATE CENTER AREA.

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

2.40 RATE CENTER.

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

2.41 SIGNALING SYSTEM 7 (SS7).

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

2.42 SWITCHED ACCESS SERVICE.

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

2.43 TANDEM SWITCH.

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

2.44 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

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

2.45 TARIFF/PRICE LIST

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

2.46 TELCORDIA TECHNOLOGIES.

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

2.47 TELECOMMUNICATIONS CARRIER.

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

2.48 TELECOMMUNICATIONS SERVICE.

Shall have the meaning set forth in the Act (47 U.S.C. Section 153 (4)).

2.49 TELECOMMUNICATIONS TRAFFIC.

"Telecommunications Traffic" means traffic exchanged between the Parties, except for telecommunications traffic that is interstate or intrastate exchange access, Commercial Mobile Radio Service, information access, or exchange services for such access.

2.50 TELEPHONE EXCHANGE SERVICE.

Shall have the meaning set forth in the Act (47 U.S.C. Section 153 (47)).

INTERCONNECTION ATTACHMENT

1. General

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

2. Responsibility for Traffic

- 2.1 Each Party is responsible for all traffic that it delivers to the Other Party including but not limited to voice traffic, IP-Enabled Traffic, ISP-Bound Traffic and toll traffic. Neither Party shall provision any of its services in a manner that permits the circumvention of applicable switched access charges by it. Each Party agrees to be responsible for and pay its portion of the Interconnection Facilities, and all Reciprocal Compensation and Access Charges associated with all traffic that each Party terminates to the other Party. Each Party is responsible for delivering originating and terminating traffic between its End User Customers and the POI.
- 2.2 The Parties stipulate that this Agreement does not govern any transiting services and that neither Party will provide any transiting functions under this Agreement.
- 2.3 Each Party agrees that it is responsible for implementing the proper Signaling and Signaling Parameters for determining the correct classification of traffic pursuant to section 6 of this Attachment.
- 2.4 Traffic Types

For the purposes of this Attachment:

- 2.4.1 "Misclassified Traffic" is traffic that has had Signaling or Signaling Parameters stripped, altered, modified, added deleted, changed, and/or incorrectly assigned by the delivering Party or with the delivering Party's

consent in such a way as to cause the traffic to appear to be Local/EAS traffic when it is not such traffic.

- 2.4.2 “Unclassified Traffic” is any traffic, including that is transmitted without the proper Signaling and Signaling Parameters that should be associated with such traffic.

2.5 Treatment of Misclassified Traffic

- 2.5.1 The delivery of Misclassified Traffic is prohibited under this Agreement.

- 2.5.2 If a terminating Party determines in good faith in any month that any traffic delivered by the originating Party is Misclassified Traffic, the Parties agree:

2.5.2.1 The terminating Party will notify the originating Party within thirty (30) days of identifying traffic as Misclassified Traffic. Within sixty (60) days of the notification, the terminating Party will provide relevant call detail records or other information, including its reasoning as to why the traffic is misclassified, to the other Party. Upon receipt of such information, the Party originating such traffic shall investigate and identify the alleged Misclassified Traffic;

2.5.2.2 In addition to the terminating Party’s other rights and remedies with respect to Misclassified Traffic, the originating Party agrees to pay the terminating Party’s intrastate access rates on all Misclassified Traffic unless a written notice of dispute is provided by the originating Party in accordance with Section 2.5.2.4.

2.5.2.3 The Party originating Misclassified Traffic agrees to take all reasonable steps to cease all actions, and cancel or reroute any service that is permitting the delivery of Misclassified Traffic.

2.5.2.4 If the originating Party disagrees with the terminating Party’s determination that the traffic has been misclassified, the originating Party shall, within sixty (60) days of its receipt documentation of the call detail records or other information pursuant to Section 2.5.2.1 notice from terminating Party, provide the terminating Party written notice of its dispute together with all documentation relied upon in support of its challenge to the terminating Party’s claim. If the Parties are not able to mutually agree as to the proper treatment of the traffic based upon the documentation produced, the Dispute Resolution procedures of section 13 of this Agreement shall apply.

2.5.2.5 Notwithstanding anything herein to the contrary, the Parties agree that if it is determined that more than two percent (2%) of the total

traffic delivered by an originating Party during any consecutive three (3)-month period is Misclassified Traffic, such Party shall be in Default of this Agreement. To the extent that the Parties have enlisted the Dispute Resolution procedures pursuant to section 2.5.2.4 of this Attachment and section 13 of the General Terms and Conditions to determine the proper treatment of the traffic, a Default shall not occur while such dispute is pending. Each Party shall make a good faith effort to resolve any such pending dispute within a reasonable time period.

2.5.3 Each Party shall take all reasonable steps to correct the causes of misrouted toll traffic, misidentified traffic, Misclassified Traffic and Unclassified Traffic. Such traffic shall be rerouted to toll trunk groups and properly identified. This obligation shall continue to apply during the pendency of a dispute.

2.6 Unclassified Traffic

If the percentage of total call traffic transmitted with Signaling and Signaling Parameters as listed in Section 6 in a given month falls below 95%, the Party originating such traffic agrees to pay the terminating Party's intrastate switched access rates for all Unclassified Traffic for the applicable month. Otherwise, Unclassified Traffic will be billed at rates calculated consistent with, and in proportion to the identified traffic exchanged under this Agreement. Notwithstanding the foregoing, if a terminating Party determines that Misclassified Traffic has been delivered by the originating Party, Section 2.5.3 above, shall apply with respect to the delivery of such traffic.

3. Physical Connection

3.1 The Parties agree to physically connect their respective networks, at POI(s) so as to furnish Local/EAS/ISP-Bound Traffic between CLEC and ILEC End User Customers located only in the Exchange Areas stated in Exhibit 1, attached hereto and incorporated herein for all purposes. The exchange of traffic to other ILEC exchanges is not part of this Agreement. This Agreement is expressly limited to the transport and termination of Local/EAS/ISP-Bound Traffic originated by and terminated to End User Customers of the Parties to this Agreement, at the POIs located Switch in Dickenson, ND, CLLI code DCSNDXADSO and to any additional POIs established in accordance with Section 3.4.2.2.

3.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The dedicated interconnection facilities shall meet the Telcordia BOC Notes on LEC Network Practice No. SR – TSV – 002275.

3.3 ILEC and CLEC may utilize existing and new wireline Direct Interconnection

Facilities for the mutual exchange of Local/EAS/ISP-Bound Traffic and toll traffic. If both local and toll traffic share the same transport facility, the toll traffic must be on a separate DS1 and must be routed according to the LERG. End office switches shall not be used to switch toll calls to a different end office. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction as provided in Section 4. of this Attachment.

- 3.4 Once Direct Interconnection Facilities are established, both Parties will to route all Local/EAS traffic to the other Party utilizing the Direct Interconnection Facilities except in the case of an emergency, temporary equipment failure, overflow or blocking. Should either Party determine that the other Party is routing its originated traffic indirectly via a third party tandem, the originating Party agrees to update its routing and translations tables to move such traffic to the Direct Interconnection Facilities within five (5) business days.

3.5 Physical Interconnection

3.5.1 ILEC deploys End Office Switches in its network.

3.5.2 Trunk Types

3.5.2.1 Local Interconnection Trunks

3.5.2.1.1 The Parties will establish local trunk groups for the exchange of Local/EAS/ISP-Bound Traffic ("Local Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local/EAS/ISP-Bound Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party shall route or is required to terminate InterLATA/IntraLATA toll traffic or originate untranslated traffic to service codes (e.g., 800, 888) over Local Interconnection Trunks.

3.5.2.1.2 If the Parties' originating Local/ /EAS/ISP-Bound Traffic is exchanged utilizing the same two-way Local Interconnection Trunk, both Parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.

3.5.2.2 Direct End Office Trunks

3.5.2.2.1 Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic in the geographic area covered by the exchanges listed in Exhibit 1 of this Attachment.

3.5.2.2.2 Direct End Office Trunk Group(s) (Direct EO Trunks) transport traffic between CLEC's switch

and an ILEC End Office and are not switched at a Local Tandem location. CLEC shall establish a two-way Direct EO Trunk Group when actual or projected End Office Local/EAS Traffic requires twenty-four (24) or more DS0 trunks. Once provisioned, traffic from CLEC to ILEC must be redirected to route first to the Direct EO Trunk with overflow traffic alternately routed to the appropriate ILEC tandem.

- 3.5.2.2.3 All traffic received by ILEC on the Direct EO Trunk from CLEC must terminate in the End Office, i.e., no tandem switching will be performed in the End Office.

3.5.2.3 Toll Trunks

- 3.5.2.3.1 Toll traffic shall not be routed on the Local Interconnection Trunks. Separate trunk groups for such toll traffic must be established on the Direct Interconnection Facility. Standard access compensation arrangements from ILEC's respective tariffs will apply to traffic terminated over the toll trunks.
- 3.5.2.3.2 CLEC shall route appropriate traffic to the respective ILEC switches on the trunk groups as specified in this Attachment. ILEC shall route appropriate traffic to CLEC switches on the trunk group or trunk groups as specified in this Attachment.

3.5.2.4 Other Trunk Types: 911 Trunks

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

3.5.3 Fiber Meet Point

- 3.5.3.1 Fiber Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a point of interconnection ("POI"). The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is the POI.

- 3.5.3.2 If both Parties mutually agree to interconnect pursuant to a Fiber

Meet Point, CLEC and ILEC shall jointly engineer and operate a fiber optic transmission system. The Parties shall interconnect their transmission and routing of Local/EAS/ISP-Bound Traffic via a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific fiber optic transmission system. CLEC's fiber optic transmission equipment must be compatible with ILEC's equipment. Each Party reserves the right to determine the equipment it employs for service.

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

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

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

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

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

3.6 The Parties will mutually agree on the appropriate sizing of transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed-upon quantities via an Access Service Request ("ASR").

3.7 If CLEC's request requires ILEC to build new facilities (e.g., install new fiber), CLEC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.

3.8 Interface Types:

3.8.1 If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties.

3.8.2 When a DS3 interface is agreed to by the Parties, ILEC will provide any multiplexing required for DS1 facilities or trunking at its end and CLEC will provide any DS1 multiplexing required for facilities or trunking at its end.

3.9 Programming:

3.9.1 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. Any new CLEC or ILEC NPA-NXX codes properly assigned under wireline guidelines and rules to the exchanges listed in Exhibit 1 shall be part of this Agreement.

3.10 Equipment Additions:

Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

4. Compensation

4.1 Facilities Compensation

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

4.1.2 Each Party shall be responsible for all costs of the Direct Interconnection Facilities it uses on its side of the POI. Each Party is responsible for any transport, transiting, or switching charges assessed by any third party on its respective side of the POI. Neither Party is required to use facilities on its side of the POI that are provided by the other Party or a third party. Neither Party shall have any obligation to bear any charges, expenses or other costs assessed in connection with transporting, transiting or switching traffic on the other Party's side of the POI.

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

4.1.4 If CLEC's request requires ILEC to build new facilities (*e.g.*, installing new fiber), CLEC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case

basis. No Party will request facilities that require the other Party to build unnecessary facilities.

4.2 Traffic Termination Compensation

4.2.1 This Section 4.2 is expressly limited to the transport and termination of Local/EAS/ISP-Bound Traffic originated by and terminated to End User Customers of the Parties in this Agreement. Both Parties agree that the traffic is roughly in balance and therefore compensation for Local/EAS/ISP-Bound Traffic shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party.

4.2.2 Compensation for toll/access traffic will be in accordance with each Party's access tariffs, except that CLEC shall not charge access rates that are higher than ILEC rates. In the event that CLEC does not have a filed access tariff for access service, CLEC's rates shall be the ILEC's tariffed access rates.

4.3 For the purposes of compensation under this Agreement, jurisdiction of IP-Enabled Traffic is determined by the physical location of the End User Customer originating IP-Enabled Traffic. Signaling information associated with IP-Enabled Voice Traffic must comply with Section 6 of this Interconnection Attachment.

4.4 Neither Party shall represent Switched Access Traffic as Local/EAS Traffic or as ISP-bound Traffic for any purpose.

5. Routing

5.1 Both Parties will route traffic in accordance with Telcordia Traffic Routing Administration (TRA) instructions.

5.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines for wireline traffic. The Parties agree to only assign telephone numbers from an NPA/NXX to an End User Customer physically located in a Rate Center Area with which the NPA/NXX is associated except for FX service as described in Section 5.3 below. If it is discovered that the End User Customer is located outside the Rate Center where the NPA NXX is assigned, the physical location of the calling and called End User Customers shall be used to determine the jurisdiction of the traffic for purposes of determining the appropriate compensation mechanism. Further, in order for End User Customers to be considered physically located in the Rate Center, such End User Customers must have valid E911 service with a corresponding record in the serving ALI Database.

5.3 Foreign Exchange Service for the purposes of this Agreement is a service offered over a dedicated facility to an End User Customer from an Exchange Area or Rate Center Area other than the Exchange Area or Rate Center Area from which NPA

NXX would normally serve. Traffic associated with the FX customers shall be identified to the other Party and shall be subject to applicable access charges. FX numbers shall not be used to aggregate traffic to originate or terminate to either Party. Both Parties agree the only Party that would be liable for paying access associated with FX calls is the FX provider

- 5.4 Neither Party shall route un-translated traffic to service codes (e.g., 800, 888, 900) over the Local Interconnection Trunks.
- 5.5 N11 Codes: Neither Party shall route N11 codes (e.g., 411, 611, 711, and 911) to the other party over Interconnection Facilities.

6. Signaling

- 6.1 Each party shall provide accurate Calling Party Number ("CPN") associated with the End User Customer originating the call. Accurate CPN is:
 - 6.1.1 CPN that is a dialable working telephone number, that when dialed, will reach the End User Customer to whom it is assigned, at that End User Customer's Location.
 - 6.1.2 CPN that has not been altered.
 - 6.1.3 CPN that is not a charged party number.
 - 6.1.4 CPN that follows the North American Numbering Plan Standards for wireline traffic and can be identified in numbering databases and the LERG as an active number.
 - 6.1.5 CPN that is assigned to an active End User Customer.
 - 6.1.6 CPN that is associated with the ILEC Rate Center Area of the specific End User Customer Location.

6.2 Signaling:

The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for common channel signaling-based features in the connection of their networks. . ILEC and CLEC are required to provide each other with the proper industry standard signaling information (e.g. originating accurate CPN, JIP, and destination called party number, etc.) to enable each Party to issue bills in an accurate and timely fashion. For purposes of this Agreement, all Common Channel Signaling (CCS) signaling parameters will be provided including CPN, JIP, Charge Number, etc. All privacy indicators will be honored. Signaling information shall be shared, upon request, between the Parties at no charge to either Party

7. Network Management

7.1 Network Management and Changes:

Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide notice of changes in the information necessary for the transmission and routing of services using their local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks. Details of network technical specifications, forecasting, and trunk implementation shall be in accordance with the "ILEC" Operations Handbook, consistent with industry standards and the other terms of this Agreement.

7.2 Grade of Service:

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

7.3 Protective Controls:

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

7.4 Mass Calling:

Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

7.5 Network Harm:

Neither Party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's End User Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur, or if a Party reasonably determines that a Network Harm is

imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

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

LOCAL NUMBER PORTABILITY (LNP) ATTACHMENT

Local Number Portability

1. General

- 1.1 The Parties will offer service provider local number portability (LNP) in accordance with FCC rules and regulations for wireline services. Service provider portability is the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another. For a port request to be valid, the End User Customer must retain his or her original number; be located either at the same location before and after the port; and be served by the Telecommunications Carrier requesting the port with a Telecommunications Service.
- 1.2 The Parties agree that the industry has established Local Routing Number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the Parties agree to provide to each other number portability via LRN.
- 1.3 This Agreement does not govern geographic portability where the End User Customer moves outside the rate center. Geographic portability is not allowed under this Agreement.
- 1.4 The Parties agree to comply with finalized FCC rules and orders, North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council Local Number Portability Architecture and Administrative Plan report, which was adopted by the FCC, Second Report and Order, CC Docket 95-116, released August 18, 1997, and Central Office Code Assignment Guidelines.
- 1.5 Service Management System (SMS) Administration.

The Parties will work cooperatively with other local service providers to establish and maintain contracts with the Number Portability Administration Center (NPAC) Service Management System (SMS).
- 1.6 Signaling.

In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC rules and orders.

1.7 N-1 Query.

For purposes of this Agreement, the Parties agree to fulfill their N-1 carrier responsibilities and perform queries on calls to telephone numbers with portable NXXs. Neither party shall send un-queried calls to the other.

1.8 Porting of Reserved Numbers.

End User Customers of each Party may port reserved numbers, as defined in 47 C.F.R. Section 52.15(f)(1)(vi), that the End User Customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the Customer Service Record (CSR).

1.9 Splitting of Number Groups.

The Parties shall permit blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) to be split in connection with an LNP request. ILEC and CLEC shall permit End User Customers who port a portion of DID numbers assigned to such customers to retain DID service on the remaining numbers. If a Party requests porting of a range of DID numbers smaller than a whole block, that Party shall pay the applicable labor charges as listed in the Pricing Attachment to this Agreement for reconfiguring the existing DID numbers. In the event no rate is set forth in this Attachment, then the Parties shall negotiate a rate for such services.

1.10 The Parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

1.11 A trigger order is a service order issued in advance of the porting of a number. A trigger order: 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the New Service Provider to be in control of when a number ports.

2. Coordinated Cutovers.

2.1 For LNP Coordinated Hot Cuts ("CHC"), the Party providing service after the port ("New Service Provider" or "NSP") may request a desired due date and time. These will be considered coordinated orders. NSP must indicate a request for CHC on the LNP request form to request a coordinated order. The Party providing the porting service ("Old Service Provider" or "OSP") will not apply a 10-digit trigger upon porting telephone numbers to NSP network. Labor charges for CHCs are listed in

the Pricing Attachment to this Agreement. OSP offers two types of coordination:

2.1.1 Any Time:

Order to be worked anytime during the day on the due date but OSP must notify NSP when completed.

2.1.2 Specific Time:

Order is to be worked at a specific time on the due date.

- 2.2 If coordination is requested, NSP will be required to call the OSP forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and time. OSP reserves the right to change the date and time if other demands require such a change. Every reasonable attempt will be made to commit to the requested date and time. Prior to the forty-eight (48) hour Coordination Call, OSP will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and time. If no call is received from the NSP, it will be assumed that the NSP is not ready and the order will not be completed on the requested due date and time. If NSP does not contact OSP within forty-eight (48) hours from the original due date to reschedule, the order will be canceled.

3. Late Notification Changes - Due Date, Coordination.

- 3.1 OSP will proceed with the conversion based on the agreement at the forty-eight (48) hour call. Policy for late notification of changes in due date and/or coordination time is as follows:

3.1.1 If OSP personnel have to wait more than fifteen (15) minutes for NSP to join the scheduled call for the CHC, then NSP shall be responsible to reimburse OSP for all personnel costs incurred. The charge will be calculated, in half-hour increments, times the loaded hourly compensation rate for each person involved in the call.

3.1.2 If NSP contacts OSP to reschedule the CHC call less than forty-eight (48) hours from the scheduled CHC call time, NSP will be responsible to reimburse OSP for all costs incurred to date on the CHC order.

3.1.3 Once the scheduled call is underway, and personnel from both NSP and OSP are present on the call, should NSP incur a problem that would delay the conversion, OSP will provide NSP reasonable time (20 minutes or less) to cure the problem. However, any delay

longer than 20 minutes will result in OSP charging NSP for personnel costs incurred. The charge will be calculated based on the delay time, in half-hour increments, times the loaded hourly compensation rate for each person involved in the call.

- 3.2 If, following confirmation pursuant to Section 2.2, OSP is not ready within thirty (30) minutes of the scheduled time for a coordinated conversion and NSP is ready, one half of the nonrecurring charges associated with the conversion shall be waived.

4. Obligations of Both Parties.

- 4.1 NSP is responsible for advising the NPAC of telephone numbers that it ports in and the associated data as identified in industry forums as being required for number portability.
- 4.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User Customer; the ported telephone number will be released back to the carrier that is the code holder or block holder.
- 4.3 To the extent that either Party's network is anticipating or experiencing overload, congestion, or failure, each Party has the right to block default routed calls.
- 4.4 Both Parties are certified by the Regional NPAC prior to the scheduling of inter-company testing.
- 4.5 Each Party will designate a Single Point of Contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.
- 4.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes.
- 4.7 Each Party shall become responsible for the End User Customer's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End user's telephone number to their switch.
- 4.8 The LRN associated with the ported number associated with OSP's Local/EAS area shall be derived from an NPA-NXX within the same Local/EAS areas.

ANCILLARY SERVICES ATTACHMENT

Ancillary Services

1. 911/E-911 Arrangements

- 1.1 ILEC utilizes Qwest for the provision of 911/E-911 call routing services. For all 911 services to End User Customers, CLEC is responsible for connecting to Qwest and populating Qwest's database. All relations between Qwest and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of Qwest.
- 1.2 ILEC is not liable for errors with respect to CLEC's provision of 911/E-911 services to CLEC's End User Customers.

2. Telecommunications Relay Service

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

3. Directory Listings and Directory Distribution

- 3.1 CLEC will be required to negotiate a separate agreement for directory listings, except as set forth below, with ILEC's vendor for directory publications. ILEC will not impede CLEC in the listing of CLEC's End Users for inclusion in ILEC's directory.

3.2 Listings

CLEC agrees to supply directly to the ILEC's directory publisher vendor on a regularly scheduled basis, and in a format prescribed by the directory publisher, all listing information for CLEC's End Users who wish to be listed in any ILEC published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and ZIP code) and telephone numbers. Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with directory publisher's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as ILEC's listings.

3.3 Distribution

Upon directory publication, ILEC will arrange for the initial distribution of the directory to service End Users in the directory coverage area. CLEC will supply ILEC, in a timely manner, with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable ILEC to perform its directory distribution to CLEC customers. CLEC will pay ILEC for the reasonable and direct cost for directory distribution to CLEC End Users at the rates shown in the Pricing Attachment.

**PRE-ORDERING, ORDERING, PROVISIONING,
MAINTENANCE AND REPAIR**

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PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. PRE-ORDERING

- 1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.
- 1.2. Access to retail Customer Proprietary Network Information (CPNI) and Customer Service Record (CSR) will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the representatives will not access the information specified in this subsection without the End User Customer's permission, and verification by the requesting party via Third Party Verification, a Letter of Authorization (LOA) or other means authorized by law, that the customer has agreed to the release of this information.
- 1.3 The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. The Parties will include the development and introduction of the new change management process. The Parties shall provide such information in accordance with the procedures set out in the handbook or website listed in Section 1.4 of this attachment.
- 1.4 Each Party will exchange handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information.
- 1.5 The Parties shall exchange preordering, ordering, provisioning, and maintenance information via e-mail. Parties may mutually agree to add other forms of information exchange.
- 1.6 The Parties will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the FCC and the state in which the service is provided. If there is a customer complaint or an unusual request for CSRs (e.g., all business customers or a large increase in volume), the Parties reserve the right to audit each other's verification information on access to End User Customer record information. If the audit reveals that the End User Customer record information was obtained without the audited Party having obtained the proper authorization (e.g., Third Party Verification or LOA), the auditing Party upon reasonable notice to the audited Party may take such corrective

action as permitted by state and federal law. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2. ORDERING

2.1. The parties agree to comply with the provisions of the each other's operations handbook, which are incorporated by reference in this agreement, and as amended from time to time, provided however, that the party furnishes the other party with a copy of the handbook and relevant amendments in a timely manner.

2.2. Ordering.

2.1.1 The New Service Provider (NSP) shall place simple or complex orders for services by submitting a Service Order ("SO") to the Old Service Provider (OSP). A simple order request is defined as a port only request that (1) does not involve unbundled network elements (2) involve an account only for a single line (3) does not include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop/line (4) does not include a reseller. All orders not meeting these criteria shall be complex orders.

2.1.2 The required Simple Port Service Request (SPSR) fields consist of: Account Number, Telephone Number, Pass Code, and Zip Code, Customer Carrier Name Abbreviation, Purchase Order Number, Desired Due Date/Time, Requisition Type, Company Code, Telephone Number (Initiator), End-User Line Treatment, New Network Service Provider, Supplemental order notice and Version if applicable. The Parties agree to also include the customer address on a simple request.

2.1.3 The New Service Provider must submit requests for all Complex Ports on the ATIS OBF Standard Local Service Request (LSR) Form.

2.1.4 The OSP shall bill the NSP a service order charge as specified in the Pricing Attachment for each SO submitted, regardless of whether that SO is later supplemented, clarified or cancelled. An individual SO will be identified for billing purposes by its Purchase Order Number ("PON")

2.1.5 Orders containing less than 5 lines weather simple or complex shall be provisioned using standard intervals.

2.2 Provisioning.

2.2.1 The Parties shall provision services during regular working hours as listed in the operations manual. To the extent NSP

requests provisioning of service to be performed outside OSP regular working hours, or the work so requested requires OSP's technicians or project managers to work outside of regular working hours, overtime charges shall apply as specified in the Pricing Attachment to this Agreement.

- 2.2.2 Cancellation Charges. If the NSP cancels an LSR any costs incurred by OSP in conjunction with the provisioning of that request will be recovered in accordance with the rates specified in the Pricing Attachment to this Agreement.
- 2.2.3 Expedited Service Date Charges. For Expedited Service Date Advancement requests by the purchasing Party, expedited charges will apply for intervals less than the standard interval. The Expedited Service Date charge will be charged at rates specified in the Pricing Attachment to this Agreement.
- 2.2.4 Order Change Charges. If either Party modifies an order after being sent a Firm Order Confirmation (FOC) from the other Party, the Order Change Charge specified in the Pricing Attachment to this Agreement will be paid by the modifying Party in accordance with the Pricing Attachment of this Agreement.
- 2.2.5 Access to Inside Wire. Each Party is responsible for accessing customer premise wiring without disturbing the other Party's plant. In no case shall one Party remove or disconnect the loop facilities or ground wires from the other Party's NIDs, enclosures, or protectors. If one Party removes a loop in violation of this Agreement, that Party will hold the other Party harmless for any liability associated with the removal of the loop or ground wire from the NID. Neither Party has the right to remove or disturb any other connections to the NID, enclosure or protector under the terms of this agreement. Furthermore, neither Party shall remove or disconnect NID modules, protectors, or terminals from the other Party's NID enclosures.

3. MAINTENANCE AND REPAIR

3.1 Requests for trouble repair are billed in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective operations procedures as referenced in Section 1.4 of this Attachment.

3.2 If purchasing Party reports a trouble and no trouble actually exists on the serving Party's portion of the service ("no trouble found"), the serving Party will charge the purchasing Party for any dispatching and testing (both inside and outside the Central Office (CO) required by serving Party in order to confirm the working status. If the no trouble found rate is a higher rate than the other similar services offered by the serving Party, the purchasing Party may raise the issue with the serving Party and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the purchasing Party. Such request shall not be unreasonably denied.

4. SERVICE STANDARDS

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

5. RATES

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

6. MISCELLANEOUS

6.1 Customer Transfer.

6.1.1 Service orders will be in a standard format designated by ILEC. ILEC format shall not conflict with industry standards nor exceed industry standards.

6.1.2 When notification is received from the New Service Provider that a current End User Customer of Old Service Provider will subscribe to New Service Provider's service, standard service order intervals for the appropriate class of service will apply.

6.1.3 The New Service Provider will be the single point of contact with Old Service Provider for all subsequent ordering activity resulting in additions or changes to services except that Old Service Provider will accept a request directly from the End User for conversion of the End User Customer's service from New Service Provider to Old Service Provider.

6.1.4 If the OSP determines that the NSP has submitted an unauthorized change in local service, the Parties will reestablish service for the End User Customer with the appropriate local service provider. The OSP will notify the NSP of the End User Customer complaint, and the NSP may provide proof that the change was authorized. If the NSP is unable to provide such proof, the OSP may assess the

NSP, as the LEC initiating the unauthorized change, any charges allowed under the FCC and State rules, including nonrecurring charges, as set forth in the applicable tariff. These charges can be adjusted if the NSP provides satisfactory proof of authorization.

6.2 Misdirected Calls.

- 6.2.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.)
- 6.2.2 To the extent the correct provider can be determined; each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 6.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End User Customer the correct contact number.
- 6.2.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

6.3 Letter of Authorization.

- 6.3.1 The Parties agree that they will not submit an order to move an End User Customer's service from one Party to the other Party without the End User Customer's permission, and that the requesting Party has verification from the End User Customer via Third Party Verification, a Letter of Authorization (LOA) or other means authorized by law that the End User Customer has agreed to the change in service. The OSP will not require End User Customer confirmation prior to establishing service for the NSP's End User Customers except in the case of a local service freeze. The NSP may provide confirmation of an End User Customer's desire to lift a local service freeze in any manner permitted by the FCC's rules, 47 CFR § 64.1190(e) at the time the LSR is submitted, and the OSP shall not contact an End User Customer to verify that the customer intends to lift the freeze..
- 6.3.2 Once the NSP submits an LSR to change an End Users Customer's local exchange service, the End User Customer will deal directly with the NSP on all inquiries concerning the customer's local exchange service. This may include, but is not limited to billing repair, directory listing, and number portability. The NSP is responsible for any charges that may be incurred in connection with service requests for End User Customers change in service providers.

- 6.4 Pending Orders. Orders placed in the hold or pending status by the NSP will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, the NSP shall be required to submit a new service request. Incorrect or invalid requests returned to the NSP for correction or clarification will be held for thirty (30) calendar days. If the NSP does not return a corrected request within thirty (30) calendar days, OSP will cancel the request.
- 6.5 Neither Party shall prevent or delay an End User Customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 6.6 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in two (2) business days.
- 6.7 Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. Contact numbers for maintenance/repair of services shall be answered in accordance to each Party's Operations Handbook. The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

PRICING ATTACHMENT

RATES AND CHARGES

General. The rates contained in this attachment are the rates as referenced throughout this Agreement, are reciprocal, and are subject to change as a result of filings to state and federal commissions, or state and federal commission rulings and proceedings, including but not limited to, any generic proceeding to determine ILEC's un-recovered costs, the establishment of a competitively neutral universal service system, or any appeal or other litigation.

A. Facilities Charges:

DS3 Channel Termination/Termination

DS3 Termination	\$545.00 Non-Recurring (NRC)
DS3 Termination	\$1282.50 Recurring (RC)

DS3 Channel Mileage Facility

0-8 Miles	\$51.26 (RC)
8-25 Miles	\$35.15 (RC)
25-50 Miles	\$51.11 (RC)
50+ Miles	\$57.92 (RC)

DS3 Channel Mileage Termination/Termination

0-8 Miles	\$605.00 (NRC)
0-8 Miles	\$590.90 (RC)
8-25 Miles	\$605.00 (NRC)
8-25 Miles	\$593.75 (RC)
25-50 Miles	\$605.00 (NRC)
25-50 Miles	\$598.50 (RC)
50+ Miles	\$605.00 (NRC)
50+ Miles	\$619.40

Multiplexing/Port

DS3	\$355.00 (NRC)
DS3	\$357.20 (RC)
DS1	\$150.00 (NRC)
DS1	\$300.00 (RC)

T1 Transport

T1 Channel Termination/Termination

18. T1 Termination	\$600.00 Non-Recurring (NRC)
19. T1 Termination	\$150.50 Recurring (RC)

T1 Channel Mileage Facility

20. 0-8 Miles	\$11.00 (RC)
21. 8-25 Miles	\$15.00 (RC)
22. 25-50 Miles	\$17.00 (RC)

T1 Channel Mileage Termination/Termination

23. 0-8 Miles	\$150.00 (RC)
24. 8-25 Miles	\$200.00 (RC)
25. 25+ Miles	\$250.00 (RC)

Access Service Request (ASR)	\$ 98.00
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B. General Charges:

1. Manual Service Order Charge	\$ 30.00
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2. SO Change Charge	\$ 24.00
3. Expedite Due Date in addition to SO	\$ 50.00
4. Order Change Charge	\$ 24.00

C. Additional Labor Charges:

1. Installation or Repair:

a. Basic Time (per tech)	\$60.00 /hr
b. Overtime (per tech)	\$45.00 /hr

2. Central Office Tech

a. Basic Time (per tech)	\$75.00 /hr
b. Overtime (per tech)	\$112.50/hr
c. Call out	Min. 2 hours

3. Customer Service Representative.

a. Basic Time (per tech)	\$55.00 /hr
b. Overtime (per tech)	\$82.50 /hr

D. Collocation Pricing

The prices for collocation-related services and arrangements other than construction shown below are interim prices pending completion of a TELRIC study for these services and arrangements. ILEC will provide a completed TELRIC study proposing permanent prices for these services and arrangements to CLEC no later than six (6) months after the date that CLEC submits its first Bona Fide Firm Order pursuant to Section 6.4 of the Collocation Attachment. On or before the thirtieth day following receipt of the TELRIC study (or, if the Commission is closed on that date, the next day the Commission is open), CLEC shall accept the prices or initiate a proceeding before the Commission to evaluate the accuracy of the TELRIC study as to some or all of the prices.

Following the determination of all of the permanent prices by CLEC's acceptance or a final decision of the Commission, ILEC will recalculate the prices for all collocation-related services and arrangements provided to CLEC under the interim pricing regime

and determine a net refund or shortfall for all such services and arrangements taken together. The calculation shall include interest on the refund or shortfall amount for each service or arrangement from the date it was first purchased to the date the permanent rates went into effect, at the annual interest rate for ten year U.S. Treasury bonds as listed in the *Wall Street Journal* on the date permanent rates went into effect. ILEC shall provide CLEC with documentation showing the calculation for each collocation service and arrangement subject to this paragraph and of the net refund or shortfall. ILEC shall pay any net refund or CLEC shall pay any net shortfall, as applicable, within thirty (30) days of the determination.

Construction pricing shall be determined on an actual cost basis and construction arrangements shall be made in accordance with Section 6 of the Collocation Attachment.

Physical Collocation	Unit	Recurring Rate	Non-Recurring Rate
Quote preparation fee	Per Collocation		\$4,539.46
Subsequent application fee			\$3,144.00
Site preparation Fee			ICB
Space Construction			
Caged			
Cage: Up to 100 Sq. Ft.		ICB	ICB
Cage: Up to 101-200 Sq. Ft.		ICB	ICB 55
Rent			
Floor Space Lease	Per sq.ft.	\$1.51	
* each bay = 10 sq. ft.			
-48V DC Power Cable Per Feed			
20 Amp Power Feed		\$3.21	ICB
30 Amp Power Feed		\$3.66	ICB
-48V DC Power less than 60 Amps	Per amp <i>Ordered</i>	\$6.26	
Cross-Connect			
DS0	Per 100 pairs	\$14.63	ICB
DS1	Per 28 DS1's	\$27.75	ICB
DS3	Per 28 DS3's	\$42.93	ICB
Fiber			
Termination	Per 12 fibers	\$14.16	ICB
Cable racking Dedicated	Per fiber	\$1.15	ICB
Cable Racking Shared	Per 12 fibers	\$13.98	

Entrance Facility

Fiber Optic cable Standard shared	per fiber	\$3.01	ICB
Fiber Optic Cable express	per cable	\$48.23	ICB
Cross Connect	per fiber	\$3.09	ICB
Fiber splicing	per set up		ICB
Fiber splicing	per fiber		ICB

E. Directory Distribution

Per Directory Delivered \$5.00*

*Charge per directory distributed in accordance with mailing information provided under Ancillary Services Attachment, Section 3.3: Rate to be adjusted annually starting on the first anniversary of the effective date of this Agreement by a percentage equal to the percentage change in the Consumer Price Index since the previous adjustment.

COLLOCATION ATTACHMENT

COLLOCATION

1. Introduction

This section outlines ILEC's processes and procedures for Requesting Collocation with ILEC Telephone Company.

1.1 Right to Occupy

ILEC shall offer to CLEC collocation at rates, terms, and conditions that are just, reasonable, and consistent with the rules of the Federal Communications Commission (FCC). ILEC will allow CLEC a right to occupy a certain area designated by ILEC within a ILEC Premises, of a size which is specified by CLEC and agreed to by ILEC (hereinafter "Collocation Space"). Notwithstanding the foregoing, ILEC shall consider in its designation for caged collocation any unused space within the ILEC Premises. The size specified by CLEC may contemplate a request for space sufficient to accommodate CLEC's growth within a two-year period.

1.1.1 Space Reclamation

In the event of space exhaust within a Central Office Premises, ILEC may include in its documentation for the Petition for Waiver filing any unused space in the Central Office Premises. CLEC will be responsible for any justification of unused space within its space, if such justification is required by the Commission.

1.2 Use of Space

CLEC shall use the Collocation Space for the purposes of installing, maintaining and operating CLEC's equipment (to include testing and monitoring equipment) used for the exchange of traffic with ILEC. CLEC may at its option, place CLEC-owned fiber entrance facilities to the Collocation Space.

2. Space Notification

2.1 Availability of Space

Upon submission of an application, ILEC will permit CLEC to physically collocate, at ILEC Dickenson location, unless ILEC has determined that there is no space available due to space limitations or that Physical Collocation is not practical for technical reasons. ILEC will respond to an application within ten (10) calendar days as to whether space is available or not available within the ILEC Premises. If the amount of space requested is not available, ILEC will notify CLEC of the amount of space that is available.

3. Collocation Options

3.1 General

Except where Physical Collocation as defined in 47 C.F.R. §51.5 is not practical for technical reasons or because of space limitations, ILEC will provide Physical Collocation to CLEC for the purpose of interconnecting with ILEC's network. Collocation shall be provided on a "first-come, first served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c) (6), and applicable FCC rules thereunder.

3.2 Caged Arrangement

3.2.1 Caged Physical Collocation allows CLEC to lease caged floor space for placement of its equipment within ILEC's Premises for the purpose of interconnecting with ILEC. ILEC shall provide Caged Physical Collocation to CLEC for access to Interconnection.

3.2.2 Physical Collocation is offered in Premises on a space-available, first come, first-served basis.

3.2.3 ILEC will design the floor space in the most efficient manner possible within each Premises that will constitute CLEC's leased space.

3.2.4 ILEC shall construct enclosures in compliance with CLEC's collocation request and in accordance and compliance with local building codes.

3.2.5 CLEC is responsible for the procurement, installation, maintenance and repair as well as the Cross Connections of its equipment located within the physically collocated space leased from ILEC. One exception is the Bay itself.

3.2.6 All CLEC equipment placed in the caged collocation will meet NEBS Level 1 safety standards, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

3.2.7 If, at any time, ILEC reasonably determines that the equipment or the installation does not meet requirements, it will provide a notice of non-compliance to CLEC along with an identification of the problem and recommendations for its solution. CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If CLEC fails to commence the correction of any noncompliance within thirty (30) days of written notice of non compliance, ILEC may have the equipment removed or the condition reasonably corrected at CLEC's expense.

3.3 Interconnection Arrangement

ILEC shall provide, at the request of CLEC, the connection between CLEC's optional Point of Termination (POT) frame or equipment bay and the ILEC network. CLEC may not provide the connection. If regeneration equipment is required, for any reason, it will be at CLEC's expense. Interconnection Arrangements options are as follows: DS0 or DS1 Arrangement.

4. Occupancy

4.1 Occupancy

ILEC will notify CLEC in writing that the Collocation Space is ready for occupancy, at which time monthly billing will commence. CLEC must notify ILEC in writing that collocation equipment installation is complete and is operational with ILEC's network. ILEC may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, CLEC's telecommunications equipment will be deemed operational when cross-connected to ILEC's network for the purpose of service provisioning.

4.2 Termination

CLEC may terminate occupancy in the Collocation Space upon thirty (30) days' prior written notice to ILEC.

4.2.1 At the termination of a Collocation Space license by lapse of time or otherwise:

4.2.1.1 CLEC shall make known to ILEC the combination of all combination locks remaining on the Collocation Space.

4.2.1.2 CLEC, at its sole expense, shall remove all its equipment from the Collocation Space within thirty (30) days to complete such removal.

4.2.1.2.1 If CLEC fails to vacate the Collocation Space within thirty (30) days from the termination date, ILEC reserves the right to remove CLEC's equipment and other property of CLEC, with no liability for damage or injury to CLEC's property unless caused by the negligence or intentional misconduct of ILEC. All expenses incurred by ILEC directly related to the removal of CLEC's equipment or other property shall be borne by CLEC.

4.2.1.2.2 The CLEC shall continue payment of monthly fees to ILEC until such date as

CLEC has fully vacated the Collocation Space.

- 4.2.1.3 CLEC shall return to ILEC the Collocation Space and all equipment and fixtures of ILEC in as good a condition and state of repair as when CLEC originally took possession, normal wear and tear or damage by fire or other casualty excepted. CLEC shall be responsible to ILEC for the cost of any repairs that shall be made necessary by the acts or omissions of CLEC or of its agents, employees, contractors, or business invitees. ILEC reserves the right to oversee CLEC's withdrawal from the Collocation Space, and CLEC agrees to comply with all directives of ILEC regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, ILEC's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that CLEC shall not be responsible for putting the Collocation Space in other than its original condition if to do so would put CLEC to additional expense above and beyond that which would be necessary to return the Collocation Space in its original condition.
- 4.2.1.4 Prior to any termination or within thirty (30) days thereafter, CLEC shall promptly remove any installations, additions, hardware, non-trade fixtures and improvements, place in or upon the Collocation Space by CLEC, failing which ILEC may remove the same, and CLEC shall, upon demand, pay to ILEC the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed by ILEC.
- 4.2.1.5 All fixtures, installations, and personal property belonging to CLEC not removed from the Collocation Space upon termination of a Collation Space license and not required by ILEC to have been removed as provided in this Attachment, shall be conclusively presumed to have been abandoned by CLEC and title thereto shall pass to ILEC under this Attachment as if by bill of sale.
- 4.2.1.6 If the Collocation Space is not surrendered at the termination of the Collocation Space license, CLEC shall indemnify ILEC against loss or liability resulting from delay by CLEC in so surrendering the Collocation Space, including, without limitation, any claims made by any succeeding tenant founded on such delay.

- 4.3 Should CLEC default in its performance and said default continues for thirty (30) days after receipt of written notice, or if the CLEC is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, ILEC may, immediately or at any time thereafter, without notice or demand, enter and repossess the Collocation Space, expel CLEC, remove CLEC property, forcibly if necessary, and thereupon this Attachment shall terminate, without prejudice to any other remedies ILEC might have. ILEC may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by CLEC at any time thereafter.

5. Use of Collocation Space

5.1 Equipment Type

ILEC permits the collocation of equipment used for interconnection to ILEC's network for traffic exchange. Such equipment used for interconnection includes, but is not limited to, optical terminating equipment and multiplexers. Nothing in this section requires ILEC to permit collocation of equipment used solely for switching (e.g. DMS 100, etc.) or solely to provide enhanced services; provided, however, that ILEC may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards, provided these standards are no more stringent than those used by ILEC for its own equipment.
- 5.1.2 CLEC shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises. CLEC shall limit the amount of space utilized in a caged arrangement for storage cabinets and work surfaces.
- 5.1.3 CLEC may place a plaque or other identification affixed to CLEC's equipment necessary to identify CLEC's equipment and CLEC will provide a list of emergency contacts with telephone numbers to ILEC.

5.2 ILEC Equipment Access

CLEC shall not have access to ILEC's Main Distribution Frame or intermediate distribution Frame, DSXs, DCS, or any other ILEC equipment or facilities not specifically designated by ILEC for CLEC access.

5.3 Entrance Facilities

CLEC may elect to place CLEC-owned or CLEC-leased fiber entrance facilities into the Collocation Space. ILEC will designate the point of entrance in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault that is physically accessible by both Parties. CLEC will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location in the cable vault. CLEC shall not be permitted to splice in the entrance manhole or the cable vault. CLEC will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by the ILEC, which will extend from the splice location to CLEC's equipment in the Collocation Space. CLEC must contact ILEC for instructions prior to placing the Entrance Facility cable in the manhole. CLEC is responsible for maintenance of the entrance facilities.

5.4 Demarcation Point

ILEC will designate the demarcation point between CLEC's equipment and/or network and ILEC's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to ILEC's network, the demarcation point shall be a common block on the ILEC designated distributing frame. A Point of Termination frame shall be place to connect CLEC and ILEC facilities at CLEC's expense.

5.5 CLEC's Equipment and Facilities

CLEC's Supplier is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections.

5.6 ILEC's Access to Collocation Space

From time to time, ILEC may require access to the Collocation Space. ILEC retains the right to access such space for the purpose of making ILEC equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables) and for any safety reasons. Except in case of emergency, when notice will be provided as soon as reasonably possible afterwards, ILEC will give reasonable notice to CLEC when access to the Collocation Space is

required. CLEC may elect to be present whenever ILEC performs work in the Collocation Space. ILEC shall have no right to access to the collocation Space other than as specified in this Attachment.

5.7 Access

5.7.1 CLEC shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or Agents of CLEC provided with an access key site prior to the issuance of said Access Keys. A maximum of five (5) access keys or cards ("Access Keys") per collocation shall be provided. . Access Keys shall not be duplicated under any circumstances. CLEC agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC employees, contractors, or Agents after termination of the employment relationship, contractual obligation with CLEC or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.7.2 Lost or Stolen Access Keys

CLEC shall notify ILEC in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for ILEC to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC shall pay for all reasonable, actual and documented costs associated with the re-keying or deactivating the card.

5.8 Interference or Impairment

Equipment and facilities placed in the Collocation Space shall not interfere with or impair Services provided by ILEC or by any other interconnector located in the Premises; shall not endanger or damage the facilities of ILEC or of any other interconnector, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public. If ILEC reasonably determines that any equipment or facilities of CLEC violates the provisions of this paragraph, ILEC shall give written notice to CLEC, which notice shall direct CLEC to cure the violation within forty-eight (48) hours of CLEC's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If CLEC fails to take curative action as provided above within 48 hours or if the violation is of a character which poses an immediate and substantial threat

of damage to property, injury or death to any person, or interference/impairment of the Services provided by ILEC or any other interconnector, then and only in that event ILEC may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to CLEC's equipment after first providing CLEC with 24 hours written notice, except in the case of an emergency. ILEC shall have no liability to CLEC for any damages arising from such action, except to the extent of the gross negligence, intentional acts, or willful misconduct of ILEC.

5.9 Personal Property and its Removal

Subject to the requirements of this Attachment, CLEC may place or install in or on the Collocation Space such facilities and equipment, including limited storage for spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, nor imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by CLEC in the Collocation Space shall not become a part of the Collocation Space. Any damage caused to the Collocation Space by CLEC's employees, Agents or representatives during the removal of such property shall be promptly repaired by CLEC at its expense.

5.10 Alterations

In no case shall CLEC, or any person acting on behalf of CLEC, make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the ILEC Premises without the written consent of ILEC. The cost of any such specialized alterations shall be paid by CLEC. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to provisions in Ordering and Preparation of Collocation Space section of this document.

5.11 Janitorial Service

CLEC shall be responsible for the general upkeep and cleaning of the Collocation Space and shall arrange directly with a ILEC Contractor for janitorial services. ILEC shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Application for Space

CLEC must submit an application document as described in the ILEC Operations Manual when CLEC desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application

For CLEC initial equipment placement, CLEC shall submit to ILEC a Collocation Application ("Application"), together with payment of the Application Fee as stated in the Pricing Attachment. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee

In the event CLEC desires to modify the use of the Collocation Space, CLEC shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in the Pricing Attachment. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. ILEC shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLEC in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by CLEC for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent Application does not require assessment for provisioning or construction work by ILEC, no Subsequent Application Fee will be required and the pre-paid Subsequent Application fee shall be refunded to CLEC. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by ILEC) shall be the Subsequent Application Fee as set forth in the Pricing Attachment. If the modification requires capital expenditure assessment, a fee ranging from the minimum Subsequent Application Fee up to the full Initial Application Fee. In the event such modifications require the assessment of a full

Application Fee as set forth in the Pricing Attachment, the outstanding balance shall be due by CLEC within thirty (30) calendar days following CLEC's receipt of a bill or invoice from ILEC.

6.2 Application Response

In addition to the notice of space availability, ILEC will respond within ten (10) calendar days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. An Application is considered Bona Fide when it is accurate and complete. When space has been determined to be available, ILEC will provide a comprehensive written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include the configuration of the space, a schedule for preparation and availability of the space, the Cable Installation Fee, and the Space Preparation Fee, as described in the Pricing Attachment section of the document.

6.3 Application Modifications

If a modification or revision is made to any information of a Bona Fide Application for Physical Collocation, either at the request of CLEC or as necessitated by technical considerations, ILEC will respond to the Bona Fide Application within thirty (30) calendar days after ILEC receives such application or at such other date as the Parties agree. If at any time ILEC needs to reevaluate CLEC's Bona Fide Application as a result of changes requested by CLEC to CLEC's original application, then ILEC will charge CLEC a fee based upon the additional actual and documented engineering hours required to do the reassessment, provided that the fee shall not exceed the minimum Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require CLEC to resubmit the application with an Application Fee.

6.4 Bona Fide Firm Order

CLEC shall indicate its intent to proceed with equipment installation in an ILEC Premises by submitting a Bona Fide Firm Order to ILEC. A Bona Fide Firm Order shall consist of the submission of a Collocation Firm Order document indicating acceptance of the Application Response provided by ILEC ("Bona Fide Firm Order") and payment of 50% of all non-recurring charges described in the Application Response, including without limitation the Cable Preparation Fee and the Space Preparation Fee. The Bona Fide Firm Order must be received by ILEC no later than thirty (30) calendar days after ILEC's Application Response to CLEC's Bona Fide Application or the Application will expire.

6.4.1 ILEC will establish a firm order date based upon the date ILEC is in receipt of a Bona Fide Firm Order. ILEC will acknowledge the

receipt of CLEC's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A ILEC response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order after receipt of the Firm Order Confirmation.

6.4.2 Space preparation for the Collocation Space will not begin until ILEC receives the Bona Fide Firm Order.

6.4.3 CLEC must submit to ILEC the completed Access Control Request Form for all employees or Agents requiring access to the ILEC Premises a minimum of thirty (30) calendar days prior to the date CLEC desires access to the Collocation Space.

6.5 Construction and Provisioning Interval

ILEC will negotiate construction and provisioning intervals on an individual case basis, and the proposed construction and provisioning intervals shall be included in the Application Response. Under ordinary conditions, excluding the time interval required to secure the necessary government licenses and permits, ILEC will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of one hundred and twenty (120) calendar days from receipt of a Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Under extraordinary conditions, excluding the time interval required to secure the appropriate government licenses and permits, ILEC will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within one hundred and eighty (180) calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include, but are not limited to, major ILEC equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for Americans with Disabilities Act compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.5.1 Joint Planning Meeting

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between ILEC and CLEC will commence within a maximum of ten (10) calendar days from ILEC's receipt of a Bona Fide Firm Order. At such meeting, the Parties will agree to the final design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. Any changes to Collocation Space completion time period necessitated

by changes in the design of the Collocation Space will be provided to CLEC during the joint planning meeting or as soon as possible thereafter. ILEC will complete all final design work promptly following the joint planning meeting. Fees maybe adjusted to account for any changes the result from the joint planning meeting.

6.5.2 Permits

Each Party or its Agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its Agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

6.5.3 Acceptance Walk Through

CLEC and ILEC will complete an acceptance walk through of the Collocation Space requested from ILEC by CLEC. ILEC will correct any deviations to CLEC's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame. CLEC will acknowledge that it has inspected the Collocation Space and found the Collocation Space to be in a condition satisfactory to CLEC for its intended use.

6.6 Use Vendor for Collocation Work

CLEC will register all vendors that will to perform all engineering and installation work required in the CLEC Collocation Space. The CLEC vendor shall be responsible for installing CLEC's equipment and components, extending power cabling to the ILEC power distribution frame, performing operational tests after installation is complete, and notifying ILEC's equipment engineers and CLEC upon successful completion of installation. ILEC shall have no liability for nor responsibility to pay such charges imposed by the CLEC selected vendor. ILEC may reject CLEC vendor, if the vendor does not meet ILEC criteria.

6.7 Alarm and Monitoring

ILEC shall place environmental alarms in the Premises for the protection of ILEC equipment and facilities. CLEC shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC's Collocation Space. Each Party shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the OSHA statement in the section.

6.8 Basic Telephone Service

Upon request of CLEC, ILEC will provide basic telephone services to the Collocation Space under the rates, terms and conditions of the current Tariff offering for the services requested.

6.9 Limitation of Obligations

ILEC has no obligation to purchase additional plant or equipment, relinquish used or forecasted space or facilities, to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.

6.10 Cancellation

If, at anytime, CLEC cancels its order for the Collocation Space(s), CLEC will reimburse ILEC for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount CLEC would have otherwise paid for work undertaken by ILEC if no cancellation of the order had occurred.

6.11 Licenses

CLEC, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of Telecommunications Services to the public or to occupy the Collocation Space.

6.12 Power

6.12.1 ILEC shall make available -48 Volt (-48V) DC power for CLEC's Collocation Space. Backup power shall be provided by battery or generator to support uninterrupted service for 24 hours. CLEC shall have access to non-emergency AC power for tools and test equipment for use during installation and maintenance via outlets that are located in proximity to CLEC's collocated equipment.

6.12.2 Power is charged according to the Pricing Attachment. This charge covers the transmission of -48 volt DC power to the collocated equipment, fused at one hundred twenty-five percent (125%) of request. It includes engineering, furnishing and installation of the main distribution bay power breaker, associated power cable, cable rack and local power bay from the local power distribution bay to the leased physical space or to the collocated equipment, and should include both an A and B Feeder.

7. Inspections

7.1 ILEC shall conduct an inspection of CLEC's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLEC's equipment and the equipment of ILEC. ILEC may conduct an inspection if CLEC adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties.

ILEC shall provide CLEC with a minimum of forty-eight (48) hours or two (2) Business Days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by ILEC.

8. Security and Safety Requirements

8.1 The security and safety requirements set forth in this section are no more stringent than the security requirements ILEC maintains at its own Premises either for its own employees or for contractors. Only ILEC employees, CLEC registered vendors, authorized employees, and authorized Agents of CLEC will be permitted in the ILEC Premises. A list of all authorized individuals shall be provided to ILEC. CLEC shall provide its employees, vendors and Agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the CLEC name. ILEC reserves the right to remove from its Premises any employee of CLEC not possessing identification issued by CLEC or who has violated any of ILEC's policies. CLEC shall hold ILEC harmless for any damages resulting from such removal of its personnel from ILEC Premises, except to the extent of the gross negligence, intentional acts, or willful misconduct of ILEC.

8.1.1 At ILEC's request, CLEC shall promptly remove from ILEC's Premises any employee of CLEC who ILEC does not wish to grant access to its Premises 1) pursuant to any investigation conducted by ILEC or 2) prior to the initiation of an investigation in the event that an employee of CLEC is found interfering with the property or personnel of ILEC or another LEC, provided that an investigation shall promptly be commenced by ILEC.

8.2 Notification to ILEC

ILEC reserves the right to interview CLEC's employees, Agents, or contractors in the event of wrongdoing in or around ILEC's property or involving ILEC's or another LEC's property or personnel, provided that ILEC shall provide reasonable notice to CLEC's Security contact of such interview. CLEC and its contractors shall reasonably cooperate with ILEC's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving CLEC's employees, Agents, or contractors. Additionally, ILEC reserves the right to bill CLEC for all reasonable costs associated with investigations involving its employees, Agents, or contractors if it is established and mutually agreed in good faith that CLEC's employees, Agents, or contractors are responsible for the alleged act. ILEC shall bill CLEC for ILEC property that is stolen or damaged where an investigation determines the culpability of CLEC's employees, Agents, or contractors and where CLEC agrees, in good faith,

with the results of such investigation. CLEC shall notify ILEC in writing immediately in the event that CLEC discovers one of its employees already working on the ILEC Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the ILEC Premises, any employee found to have violated the security and safety requirements of this section. CLEC shall hold ILEC harmless for any damages resulting from such removal of its personnel from ILEC Premises.

8.3 Use of Official Lines

Neither Party shall use the telephones of the other Party on the ILEC Premises. Actual, documented charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

8.4 Accountability

Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

9. Insurance

9.1 CLEC shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this Section underwritten by insurance companies licensed to do business in the state where physical collocation is offered, and CLEC's insurance company's rating need not be higher than what ILEC requires of its own underwriters. So long as CLEC has assets that equal or exceed ten billion dollars (\$10,000,000,000) all or any portion of the insurance required may be effected by a plan of self-insurance.

9.2 Types of Coverage and Limits

9.2.1 Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than ten million dollars (\$10,000,000) combined single limit per occurrence, naming ILEC as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of ten million dollars (\$10,000,000). Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements.

9.2.2 Umbrella/excess liability coverage in an amount of five million dollars (\$5,000,000.00) excess of coverage specified in § 9.2.1 preceding.

- 9.2.3 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one million dollars (\$1,000,000.00) each employee by accident and disease.
- 9.2.4 CLEC may elect to purchase business interruption and contingent business interruption insurance, having been advised that ILEC assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.2.5 All risk property coverage on a full replacement cost basis insuring all of CLEC's personal property situated on or within ILEC location(s). CLEC may also elect to purchase business interruption or contingent business interruption insurance, knowing that ILEC has no liability for loss of profit or revenues should an interruption of service occur.
- 9.2.6 CLEC may purchase and secure such other and further insurance coverage as it may deem prudent and the Parties shall cooperate with each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.
- 9.3 All policies purchased by CLEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by ILEC.
- 9.4 All insurance must be in effect on or before the date equipment is delivered to ILEC's Central Office and shall remain in effect for the term of this Attachment or until all CLEC property has been removed from ILEC's Central Office, whichever period is longer. If CLEC fails to maintain required coverage, ILEC may pay the premiums thereon and seek reimbursement of it from CLEC.
- 9.5 CLEC releases ILEC from and waives any and all right of recovery, claim, action or cause of action against ILEC, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to CLEC or located on or in the space at the instance of CLEC by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of ILEC, its agents, directors, officers, employees, independent contractors, and other representatives, except for any loss or damage caused by gross negligence or willful or intentional acts or omissions. Property insurance on CLEC fixtures and other personal property shall contain a waiver of subrogation against ILEC, and any rights of CLEC against ILEC for damage to CLEC fixtures or personal property are hereby waived. CLEC may also elect to purchase business interruption and contingent business interruption insurance, knowing that ILEC has no

liability for loss of profit or revenues should an interruption of service occur.

- 9.6 CLEC shall submit certificates of insurance and copies of policies reflecting the coverage specified above prior to the commencement of the work called for in this Attachment. CLEC shall arrange for ILEC to receive thirty (30) days advance written notice from CLEC insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms
- 9.7 CLEC must also conform to the recommendation(s) made by ILEC's insurance company.
- 9.8 Failure to comply with the provisions of this Section will be deemed a material violation of this Attachment.

10. Casualty Loss

- 10.1 If fire or other casualty damages the Collocation Space, and the Collocation Space is not rendered untenable in whole or in part, ILEC shall repair the same at its expense (as hereafter limited) and the rent shall not be abated. If the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, ILEC shall repair the Collocation Space at its expense (as hereafter limited) or offer CLEC alternative space that would be tenantable within 90 days and rent shall be proportionately abated while CLEC was deprived of the use. If the Collocation Space cannot be repaired or alternative space available within ninety (90) days, or ILEC opts not to rebuild, then this Attachment shall (upon notice to CLEC within thirty (30) days following such occurrence) terminate as of the date of such damage.
- 10.2 Any obligation on the part of ILEC to repair the Collocation Space shall be limited to repairing, restoring and rebuilding the Collocation Space as originally prepared for CLEC and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by CLEC or by ILEC to the Collocation Space at the request of CLEC; or any fixture or other equipment installed in the Collocation Space by CLEC or by ILEC on request of CLEC.
- 10.3 In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in ILEC's opinion, be necessary, then, notwithstanding that the Collocation Space may be unaffected thereby, ILEC, at its option, may terminate this Attachment by giving CLEC ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

- 10.4 Notwithstanding Sections 10.1 and 10.3, if ILEC constructs new facilities to replace those damaged by fire or other casualty or reconstructs those facilities, this Attachment shall apply to any new or reconstructed facilities at the time those facilities are completed and CLEC shall have the right to request collocation in those facilities pursuant to the terms and conditions of this attachment. Such request for collocation in the reconstructed facility shall be considered a new collocation request for the purpose of fulfilling the request. In constructing or reconstructing such facilities, ILEC shall provide sufficient space to accommodate all collocation arrangements that were accommodated in its prior facilities.

11. Limitation of Liability

- 11.1 In addition to the General Terms and Conditions, § 7.0 Liability and Indemnification, § 11.0 Limitation of Liability shall also apply.
- 11.2 CLEC acknowledges and understands that ILEC may provide space in or access to the building to other persons or entities ("Others"), which may include competitors of CLEC; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocation Space and/or with access to the outside of the Collocation Space; and that the collocation node around the Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging CLEC equipment and facilities. In addition to any other applicable limitation, ILEC shall have limited liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other, except that ILEC shall be liable in the case of any action or omission arising out of ILEC's gross negligence or willful misconduct. CLEC shall save and hold ILEC harmless from any and all costs, expenses, and claims associated with any such acts or omission by any other acting for, through, or as a result of CLEC.

Exhibit 1

AREAS SUBJECT TO THIS AGREEMENT

Exchanges	Midcontinent NPA/NXX	Consolidated NPA/NXX
Bowman	458	523
Dodge	EAS to Ladd (TBA ¹), Rhame (582), Scranton (533) TBA	846
Halliday	EAS to Halliday (TBA) TBA	938
Hettinger	EAS to Dodge (TBA), Dunn Center (TBA) 637	567
Killdeer	EAS to Reeder (691), South Heart (TBA) TBA	764
Mott	EAS to Dickinson (TBA), Dunn Center (TBA), Grassy Butte (TBA), Manning (TBA) TBA	824
Reeder	EAS to Regent (TBA) 691	853
Rhame	EAS to Hettinger (637), Scranton (533) 582	279
Richardton	EAS to Bowman (458) TBA	974
Scranton	EAS to Dickinson (TBA) 533	275
	EAS to Bowman (458), Reeder (691)	

¹ TBA indicates that Midcontinent will inform Consolidated of the Midcontinent NXX code for that exchange when it is assigned.

Exchanges	Midcontinent NPA/NXX	Consolidated NPA/NXX
South Heart	TBA	677
	EAS to Belfield (TBA), Dickinson (TBA)	