

**RECIPROCAL COMPENSATION
AND
TRAFFIC EXCHANGE AGREEMENT**

Dated as of April 19th, 2005

by and between

TDS METROCOM LLC

and

THE CHOICE ONE GROUP OF COMPANIES

RECIPROCAL COMPENSATION AND TRAFFIC EXCHANGE AGREEMENT

THIS RECIPROCAL COMPENSATION AND TRAFFIC EXCHANGE AGREEMENT (“Agreement”), is made effective as of this 19th day of April, 2005 (the “Effective Date”) by and between the CHOICE ONE companies indicated on Schedule A, Part I, attached hereto and made a part hereof, with offices located at 100 Chestnut Street, Rochester, NY 14604, (“Choice One”), and TDS Metrocom LLC with offices located at 525 Junction Road Suite 6000, Madison, Wisconsin, 53717 (“TDS Metrocom”) (collectively the “Parties”).

WHEREAS, the Parties desire to define the compensation system for handling wireline IntraLATA Toll, Local and ISP Traffic (as defined below) between their networks; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which each Party will compensate the other for the transport and termination of wireline IntraLATA Toll, Local and ISP Traffic (as defined below) and additional services as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

Capitalized terms used in this Agreement shall have the meanings specified below in this Section and as defined elsewhere within this Agreement.

- 1.1 “Act” means the Communications Act of 1934 (47 U.S.C. § 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.
- 1.2 “Alternate Billed Messages” shall mean messages originating on one Party’s facilities that are billed by another company. Alternate Billed Messages include, without limitation, calls that are collect, third number billed, and billed to a LEC calling card.
- 1.3 “Calling Party Number” (“CPN”) is a Common Channel Interoffice Signaling (“CCIS”) parameter that refers to the number transmitted through a network identifying the calling party.
- 1.4 “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to:
 - (a) “End Office Switches” which are used to terminate Customer station loops for the purpose of interconnection to each other and to trunks; and

- (b) Tandem Office Switches” or “Tandems” which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

- 1.5 “Commission” means the Federal Communications Commission and/or applicable state public utility commission with jurisdiction over the territory, service, or subject matter governed under and including this Agreement.
- 1.6 “Common Channel Interoffice Signaling” (“CCIS”) means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.
- 1.7 “Custom Local Area Signaling Service Features” or “CLASS” means certain call-management service features that are currently available from the incumbent local exchange carrier and the Parties’ networks. These could include: automatic call back; automatic recall; call trace; caller identification and related blocking features; calling number delivery; customer originated trace; distinctive ringing/call waiting; selective call forward; and selective call rejection.
- 1.8 “Customer” means a third-party residence or business or other carrier that subscribes to Telecommunications Services or uses the network provided by either of the Parties.
- 1.9 “Exchange Message Record” or “EMR” means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.
- 1.10 “Exchange Access” is as defined in the Act.
- 1.11 “Exchange Area” means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.12 “FCC” means the Federal Communications Commission.
- 1.13 “InterLATA” is as defined in the Act.
- 1.14 “IntraLATA” is as defined in the Act.
- 1.15 “Intellectual Property” means copyrights, patents, trademarks, trade secrets and all other intellectual property rights.
- 1.16 “IntraLATA Toll Traffic” means all IntraLATA calls other than Local Traffic calls.
- 1.17 “ISP Traffic” is traffic originated by an end user of one Party and delivered to the other Party for switching to an Internet Service Provider (“ISP”).

- 1.18 “Local Access and Transport Area” (“LATA”) is as defined in the Act.
- 1.19 “Local Exchange Carrier” (“LEC”) is as defined in the Act.
- 1.20 “Local Traffic” means those calls that originate in one exchange and terminate in either the same exchange, or other calling area associated with the originating exchange as generally defined and specified in the general subscriber service tariff of the Regional Bell Operating Company or Incumbent Local Exchange Carrier, and as more particularly set forth in Schedule C, attached hereto and made a part hereof.
- 1.21 “Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).
- 1.22 “North American Numbering Plan” (“NANP”) means the numbering plan used in the United States that also serves 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 the area code), followed by a 3-digit NXX code and 4-digit line or access number.
- 1.23 “NXX” means the 3-digit code which appears as the first 3 digits of a 7 digit telephone number.
- 1.24 “Reciprocal Compensation” is as described in this Agreement and in the Act.
- 1.25 “Signaling Transfer Point” (“STP”) is as defined in the Act.
- 1.26 “Switched Exchange Access Service” means the offering of transmission or switching services (other than dedicated access services) to Telecommunications Carriers for the purpose of originating or terminating telephone toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888/877 access and 900 access and their successor or similar Switched Exchange Access Services.
- 1.27 “Telecommunications” is as defined in the Act.
- 1.28 “Telecommunications Service” is as defined in the Act.
- 1.29 “Telecommunications Carrier” is as defined in the Act.
- 1.30 “Unbillable Messages” shall mean messages from which the end user customer account cannot be identified.
- 1.31 “Uncollectible Messages” shall mean messages that are billed to a Customer account but revenues cannot be collected, including messages of which the end user denies knowledge.

2. INTERPRETATION AND CONSTRUCTION.

- 2.1 All references to Sections and Schedules shall be deemed to be references to Sections of, and Schedules to, this Agreement unless the context shall otherwise require. In the event

of a conflict or discrepancy between the provisions of this Agreement and the Act, the provisions of the Act (including rules and orders of the Commission) shall govern.

3. RECIPROCAL COMPENSATION

3.1 Routing, Recording and MOU

- 3.1.1.** The traffic covered by this Agreement shall be routed as mutually agreed between the Parties as provided in this Agreement and shall be limited to wireline ,wireless, IntraLATA Toll, Local and ISP Traffic between the Parties' networks.
- 3.1.2.** Beginning on the Effective Date and throughout the Term of this Agreement, each of the Parties shall perform the traffic recording and identification functions necessary to provide the services contemplated hereunder, regardless of whether or not this Agreement results in a flow of compensation between the Parties. Each Party shall be primarily responsible for its own Local Number Portability ("LNP") queries under this Agreement. Each originating Party shall populate the jurisdictional indicator parameter ("JIP") in the SS7 message for each originating call. The terminating Party shall calculate terminating minutes of use ("MOU") based on standard automatic message accounting records made within such Party's network.
- 3.1.3.** Each Party agrees to use commercially reasonable efforts to accurately capture and report the actual MOU associated with the IntraLATA Toll, Local and ISP Traffic it terminates for the other Party in order to properly calculate the necessary compensation under this Agreement.

3.2 Billing Of Minutes Of Use

- 3.2.1.** The measured terminating IntraLATA Toll, Local and ISP Traffic minutes will be chargeable MOU to the originating Party. Measured minutes or fractions thereof (the exact amount of the fraction being a function of the switch technology where the measurement is made) will be accumulated over standard 30-day billing periods, and then rounded up to the nearest traffic minute. Measurement of traffic minutes shall be on raw-minutes of use.
- 3.2.2.** For billing purposes, each Party shall provide the originating end Customer's CPN information on each call carried over the appropriate Local/IntraLATA Trunks. The Parties agree to provide CPN (calling party number), RN (redirecting number for forwarded calls), OCN (original called number) which would be used if LRN (Local Routing Number) is not available and CPN (calling party number). The Parties agree not to reoriginate traffic under this Agreement in a way that it appears to be Local Traffic when its originating end user's location would make the traffic not Local Traffic to the terminating Party. Provided that the

percentage of calls passed with CPN is greater than ninety percent (90%) of all calls passed within a calendar quarter, all calls exchanged without CPN shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of such calls exchanged with CPN during a calendar quarter. In the event the percentage of calls passed with CPN is less than ninety percent (90%), all calls exchanged without CPN shall be billed at the greater of the Local Traffic or IntraLATA Toll Traffic rates.

3.3 Applicability of Reciprocal Compensation

- 3.3.1** Each Party will transport and terminate the other Party's Local and ISP Traffic without charge. The Parties may jointly agree to amend the agreement to provide for compensation at some future date if a material change in traffic balance or other circumstances between the parties makes it more reasonable to begin compensating each other for such traffic.

4. INTERCONNECTION.

- 4.1** Unless otherwise agreed, the Parties will use dedicated two-way trunks, or other method as mutually agreed to terminate IntraLATA Toll, Local and ISP Traffic. TDS Metrocom will control and be responsible for ordering any two way trunk groups and billing Choice One monthly or quarterly or annually for ½ of the total incurred cost. Each party will be responsible for ordering any one-way trunk group arrangements and for their associated billing. The Parties may commence negotiations to arrange for the direct trunked interconnection of their networks at any time during the Term of this Agreement. All meet point or direct interconnections will be mutually agreed upon Parties agree to use standard access service request (ASR) when ordering or requesting network services or changes between each other. Meet points or interconnection points will be defined and agreed upon and documented between the parties.
- 4.2** Unless otherwise agreed herein, the Parties shall exchange IntraLATA Toll, Local and ISP Traffic with each other at any LEC Tandem Office Switch (whether operated by one of the Parties or by a third party Telecommunications Carrier) to which both Parties are connected. In the case of interconnection at a third party Telecommunication Carrier's Tandem Office Switch, the originating Party will be responsible for payment of any transit charges lawfully imposed by the third party Telecommunications Carrier. Alternatively, the Parties may each designate one (1) interconnection point ("IP") in the LATA in which a Party originates IntraLATA Toll, Local and ISP Traffic and where such Party interconnects with the other Party. Interconnection for any meet point billing shall occur at the IP or as mutually agreeable between the Parties (such as a direct connection between the Parties switches). The Parties may commence negotiations to arrange for a different interconnection of their networks at any time during the Term of this Agreement.

5. SWITCHED EXCHANGE ACCESS SERVICE

- 5.1** The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service of the Parties. Compensation for termination of IntraLATA and InterLATA Toll Traffic shall be calculated by applying the access rates set forth in each Party's respective state and/or federal tariff, as applicable. Each Party shall generate a monthly bill for IntraLATA and InterLATA Toll Traffic, as applicable, to the other Party for traffic terminating to its end offices. MOU will be computed as provided in Section 3.2 of this Agreement.

6. PAYMENT OF AMOUNTS DUE BACKBILLING.

- 6.1** All amounts payable pursuant to this Agreement shall be payable the later of twenty (20) days from receipt of the bill or thirty (30) days from the bill date. Any amounts not paid when due shall accrue interest from the date such amounts were due at the lower of 1 ½% per month or the highest monthly rate of interest that may be charged under applicable law. Any billing controversies involving Disputed Amounts as defined in Section 7.1 of this Agreement shall be resolved in accordance with the procedures set forth in the Section 7 of this Agreement.
- 6.2** Each Party shall promptly bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("Underbilled Charges"); provided, however, that the billing Party shall not be permitted to bill and shall forfeit Underbilled Charges which were incurred more than one (1) year prior to the date that the billing Party transmits a bill for any Underbilled Charges.

7. DISPUTED AMOUNTS.

- 7.1** 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 sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.
- 7.2** If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative with management responsibility in their legal and regulatory affairs department or comparable group. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored.
- 7.3** FRAUD/MISTAKE. IF A PARTY SUSPECTS OR REASONABLY SHOULD HAVE SUSPECTED ANY MISTAKE AND/OR FRAUDULENT ACTIVITY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING STOLEN CALLING

CARD OR SUBSCRIBER IDENTIFICATION NUMBERS, PERSONAL IDENTIFICATION NUMBERS AND PASSWORDS, THEY SHALL PROVIDE THE OTHER PARTY IMMEDIATE WRITTEN NOTIFICATION OF SUCH MISTAKE AND/OR FRAUDULENT ACTIVITY PURSUANT TO THE NOTICE PROVISION OF THIS AGREEMENT AND SHALL REMAIN RESPONSIBLE FOR ALL COST AND EXPENSE INCURRED BETWEEN SUCH TIME AS THE PARTY KNEW OR REASONABLY SHOULD HAVE KNOWN OF SUCH MISTAKE AND/OR FRAUDULENT ACTIVITY AND THE ACTUAL DELIVERY OF SUCH NOTICE TO THE OTHER PARTY.

8. CUSTOMER INFORMATION.

Each Party shall be responsible for ensuring that its own Customer information is in currently available databases used in the provision of miscellaneous intercompany operator services (i.e., local assistance, directory assistance, directory assistance call completion, busy line verification/interrupt).

9. GENERAL RESPONSIBILITIES OF THE PARTIES.

- 9.1** Upon request by the other Party, thirty (30) days after the Effective Date of this Agreement, and no more than once in each six month period thereafter, each shall provide the other Party with a rolling, six (6) calendar month, non-binding good faith forecast of its IntraLATA Toll, Local and ISP Traffic and volume requirements for the services provided under this Agreement in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Sections shall be deemed "Proprietary Information" under this Agreement. The Parties shall also exchange non-proprietary technical descriptions in sufficient detail necessary to assure IntraLATA Toll, Local and ISP Traffic completion to and from all Customers in their respective designated service areas.
- 9.2** Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network, and for delivering traffic to the other Party's network in an industry standard format, and to terminate the IntraLATA Toll, Local and ISP Traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.
- 9.2.1.** Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.
- 9.2.2.** Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be

used to circumvent normal trunk servicing and shall be used only when mutually agreed to by the Parties.

9.2.3. The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

9.2.4. Neither Party shall use any service provided pursuant this Agreement or related thereto 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 Telecommunications Carriers or to either Party's Customers, or causes electrical hazards to either Party's personnel, damage to either Party's equipment, or malfunction of either Party's billing, transit or service equipment (individually and collectively, a "Network Harm"). If a Network Harm shall occur or if a Party reasonably determines that a Network Harm is imminent, such Party shall, 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 shall:

- (a) Promptly notify the other Party of such temporary discontinuance or refusal;
- (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- (c) Inform the other Party of its right to bring a complaint to the appropriate Commission.

9.3 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

9.4 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

9.5 Each Party is responsible for administering the NXX codes assigned to it.

9.6 Each Party is responsible for obtaining Local Exchange Routing Guide listings of Common Carrier Language Location Identifier ("CLLI") codes assigned to its switches.

9.7 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

9.8 Each Party shall program and update its own Central Office Switches and End Office Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this

Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

- 9.9** Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network without excessive blocking of either originating or terminating traffic. For purposes of this paragraph a P.01 grade of service will be deemed sufficient. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.
- 9.10** Each Party is responsible for requesting interconnection to the other Party's CCIS network where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs in each LATA where traffic will be exchanged or shall arrange for signaling connectivity through a third party provider which is connected to the other Party's signaling network; provided, however, that the Parties may also employ direct SS7 connection between each other via B/D links. The Parties shall establish interconnection at the STP and other points as necessary and as jointly agreed to by the Parties.
- 9.11** The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own End Users. All CCIS signaling parameters deployed by both Parties will be provided including CPN. All privacy indicators will be honored.

10. TERM AND TERMINATION.

- 10.1 Term.** The initial term of this Agreement shall be two (2) years from the Effective Date of this Agreement ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1) year periods (each, a "Renewal Term") unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred and twenty (120) days prior to the expiration of the Initial Term or a Renewal Term. The Initial Term and all Renewal Terms, together, are sometimes referred to as the "Term". Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement for any reason upon ninety (90) days written notice to the other Party.
- 10.2 Termination for Default.** When a Party believes that the other Party is in violation of a material term or condition of this Agreement ("Defaulting Party"), it shall provide written notice to the Defaulting Party of such violation. If the material default condition is not remedied within the time period specified in the notice letter, which shall not be less than thirty (30) days after the Parties' appointment of designated representatives in accordance with the dispute resolution provisions of the Agreement or 60 days from the material breach itself, whichever is lesser, then the Party seeking relief may discontinue its performance and terminate this Agreement, and pursue any other remedies available at law or in equity. A Party's failure to exercise any of its rights hereunder shall not constitute or be construed by the Defaulting Party as being a waiver of any past, present, or future right or remedy.

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

11. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

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

12. INDEMNIFICATION.

- 12.1 General Provision.** Each Party (the "Indemnifying Party") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party"), and hold such Indemnified Party harmless against: any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving claims for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers; and any Loss related to or arising out of (i) any act by the Indemnifying Party in violation of this Agreement, (ii) any misrepresentation or breach by the Indemnifying Party of any of representation and warranty contained in this Agreement, or (iii) the willful or grossly negligent supply by the Indemnifying Party of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.
- 12.2** Whenever a claim shall arise for indemnification under this Section, the Indemnified Party shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same but failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability.
- 12.3** The Indemnifying Party shall have the right to defend against such liability or assertion and shall give, within ninety (90) days of its receipt of a request to defend same, written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such notice, Indemnifying Party shall defer such claim, subject to any right to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 12.4** The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. The Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim as

provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in this Agreement.

13. LIMITATION OF LIABILITY.

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

13.2 CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY WHATSOEVER TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANYTHING SAID, OMITTED OR DONE HEREUNDER (COLLECTIVELY, "CONSEQUENTIAL DAMAGES"), EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, THAT THE FOREGOING SHALL NOT LIMIT A PARTY'S OBLIGATION UNDER THIS AGREEMENT TO INDEMNIFY, DEFEND AND HOLD THE OTHER PARTY HARMLESS AGAINST ANY AMOUNTS PAYABLE TO A THIRD PARTY, INCLUDING ANY LOSSES, COSTS, FINES, PENALTIES, CRIMINAL OR CIVIL JUDGMENTS OR SETTLEMENTS, EXPENSES (INCLUDING ATTORNEYS' FEES) AND CONSEQUENTIAL DAMAGES OF SUCH THIRD PARTY.

14. AUDITS.

14.1 Either Party may conduct an audit of the other Party's books and records pertaining to the traffic covered under this Agreement, no more frequently than once per twelve (12) month period, to verify the other Party's compliance with the provisions of this Agreement. Any audit shall be performed pursuant to the following standards:

- 14.1.1.** At least thirty (30) days' written notice to the audited Party;
- 14.1.2.** Subject to the reasonable scheduling requirements and limitations of the audited Party;
- 14.1.3.** At the auditing Party's sole cost and expense;
- 14.1.4.** Of reasonable scope and duration;
- 14.1.5.** In a manner so as not to interfere with the audited Party's business operations; and

14.1.6. In compliance with the audited Party's security rules.

14.2 Subject to Section 6.2, audit findings may be applied retroactively not more than twelve (12) months from the date the audit began, such date being the earlier of the date of an audit opening meeting or the date on which the first request for information is received by the audited Party.

15. MISCELLANEOUS.

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

15.2 **Independent Contractor.** No partnership, joint venture, fiduciary, employment or agency relationship is established by entering into this Agreement. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties.

15.3 **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, work stoppages, 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 (individually or collectively, a "Force Majeure").

15.4 **Confidentiality.** Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data (including without limitation call detail 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 such other Party's employees, contractors, agents or affiliates ("Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of 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 only in accordance with this Agreement.

- 15.5** If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, 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 either seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 15.6** In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or certify as destroyed all Proprietary Information obtained from the other Party.
- 15.7** **Governing Law.** This Agreement shall be governed by the laws of the State of New York without reference to its conflict of law provisions.
- 15.8** **Taxes.** Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice.
- 15.9** **Transfer and Assignment.** Neither Party may assign or transfer this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.
- 15.10** **Non-Waiver.** No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either Party unless in writing and executed by the other Party as the case may be. Neither the failure of either Party to insist upon a strict performance of any of this Agreement, nor the acceptance of any payments from either Party with knowledge of a breach of this Agreement by the other Party in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies.
- 15.11** **Notices.** Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, or (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

Choice One	TDS Metrocom
VP Revenue Access and Cost Choice One Communications 100 Chestnut Street, 7 th Floor Rochester, NY 14604	Manager Carrier Relations TDS Metrocom LLC 525 Junction Road Suite suite 6000 Madison, Wisconsin 53717
And	And
General Counsel Choice One Communications Inc. 100 Chestnut Street – Suite 600 Rochester, NY 14604	External Relations Manager TDS Metrocom LLC 525 Junction Road suite 6000 Madison, Wisconsin 53717
	And External Relations Manager TDS Metrocom LLC 525 Junction Road suite 6000 Madison, Wisconsin 53717

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, or (iii) three (3) days after mailing in the case of first class or certified U.S. mail.

- 15.12** For operational issues, repair matters or other network assistance, the Parties agree to establish a designated contact and escalation process to resolve network or client issues. Such contact and escalation list is contained in Schedule E.
- 15.13 Publicity and Use of Trademarks or Service Marks.** Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.
- 15.14 No License.** No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.
- 15.15 Survival.** The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- 15.16 Scope of Agreement.** This Agreement is intended to describe and enable specific interconnection and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein, nor does it limit any obligation either Party may have under applicable law to provide other arrangements.
- 15.17 Entire Agreement.** The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into

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

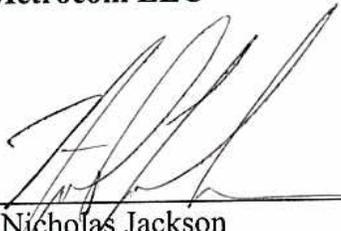
15.18 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

**Choice One On Behalf of the Companies
Referred to in Schedule A, Part I**

TDS Metrocom LLC

By: 
Rick Pigeon
Vice President

By: 
Nicholas Jackson
Vice President Business Operations

Dated: July 14, 2005

Dated: June 17, 2005

SCHEDULE A
PARTICIPANT COMPANIES

I. THIS AGREEMENT APPLIES TO THE CHECKED CHOICE ONE COMPANIES

- | | | |
|-----|---|-------------------------------------|
| 1. | CHOICE ONE COMMUNICATIONS OF MAINE INC. | <input type="checkbox"/> |
| 2. | CHOICE ONE COMMUNICATIONS OF NEW YORK INC. | <input type="checkbox"/> |
| 3. | CHOICE ONE OF NEW HAMPSHIRE INC. | <input type="checkbox"/> |
| 4. | CHOICE ONE COMMUNICATIONS OF RHODE ISLAND INC. | <input type="checkbox"/> |
| 5. | CHOICE ONE COMMUNICATIONS OF PENNSYLVANIA INC. | <input type="checkbox"/> |
| 6. | CHOICE ONE COMMUNICATIONS OF MASSACHUSETTS INC. | <input type="checkbox"/> |
| 7. | CHOICE ONE COMMUNICATIONS OF CONNECTICUT INC. | <input type="checkbox"/> |
| 8. | CHOICE ONE COMMUNICATIONS OF OHIO INC. | <input type="checkbox"/> |
| 9. | US XCHANGE OF ILLINOIS, L.L.C. | <input checked="" type="checkbox"/> |
| 10. | US XCHANGE OF INDIANA, L.L.C. | <input type="checkbox"/> |
| 11. | US EXCHANGE OF MICHIGAN, L.L.C. | <input checked="" type="checkbox"/> |
| 12. | US XCHANGE OF WISCONSIN, L.L.C. | <input checked="" type="checkbox"/> |

II. THIS AGREEMENT APPLIES TO THE CHECKED CARRIER COMPANIES

- | | | |
|----|------------------|-------------------------------------|
| | TDS Metrocom LLC | <input checked="" type="checkbox"/> |
| 1. | _____ | <input type="checkbox"/> |
| 2. | _____ | <input type="checkbox"/> |

**SCHEDULE B
PRICING SCHEDULE**

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