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March 26, 2010

**VIA ERF5**

Ms. Sandra Paske  
Secretary to the Commission  
Public Service Commission of Wisconsin  
610 North Whitney Way, P.O. Box 7854  
Madison, Wisconsin 53707-7854

Re: Request to Approve Traffic Exchange Agreement Between tw telecom of  
wisconsin l.p. and XO Communications Service, Inc.

Dear Ms. Paske:

tw telecom of wisconsin l.p. (TWTC) hereby requests approval pursuant to 47 U.S.C. §  
252 of the attached voluntary Traffic Exchange Agreement between TWTC and XO  
Communications Service, Inc.

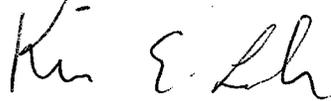
I have been authorized by XO Communications Service, Inc., to submit this agreement  
for approval by the Public Service Commission of Wisconsin. I hereby certify that a  
copy of this filing has been served by mail on March 26, 2010 on:

Gegi Leeger  
Director – Regulatory Contracts  
XO Communications Services, Inc.  
13865 Sunrise Valley Dr.  
Herndon, VA 20171

If you have any questions, please give me a call at the number above.

Sincerely,

CULLEN WESTON PINES & BACH LLP

A handwritten signature in black ink, appearing to read "Kira E. Loehr". The signature is written in a cursive style with a horizontal line through the middle of the letters.

Kira E. Loehr

Attorney for tw telecom of wisconsin l.p.

cc: Ken Barth, PSCW  
Pamela Sherwood, tw telecom  
Julie Mendenhall-Harris, tw telecom  
Gegi Leeger, XO Communications Services, Inc.

**AGREEMENT FOR WIRELINE  
NETWORK INTERCONNECTION**

**between**

**XO Communications Services, Inc.**

**and**

**tw telecom of wisconsin l.p.**

**Dated:** 2/19/2010

**AGREEMENT FOR  
WIRELINE NETWORK INTERCONNECTION**

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**AGREEMENT FOR  
WIRELINE NETWORK INTERCONNECTION**

This Agreement for Wireline Network Interconnection ("Agreement") made this 19<sup>th</sup> day of February, is by and between XO Communications Services, Inc. ("XO"), and tw telecom of wisconsin l.p. ("TW"), (XO and TW shall be referred to collectively as "Parties"). This Agreement is effective as of the 19<sup>th</sup> day of February, 2010 (the "Effective Date").

**SECTION 1. RECITALS AND PRINCIPLES**

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions under which they will interconnect, exchange, transport, and terminate subscriber traffic pursuant to the Act, as defined below, on their respective networks in the state of Wisconsin so that end user customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network;

WHEREAS, TW and XO are duly authorized common carriers engaged in providing local exchange services and other services in the State of Wisconsin;

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

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

**SECTION 2. GENERAL DEFINITIONS**

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

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

2.2 "Access Services" refers to the tariffed rates, price listed rates in states where CLECs are not required to file tariffs, or standard rates in states where no tariffs or price lists are filed, interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

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

- 2.4 "Commission" means the Federal Communications Commission and/or applicable state public utility commission with jurisdiction over the territory, service, or subject matter governed under and including this Agreement.
- 2.5 "Bill-and-Keep" is as defined in the Act and FCC orders, including but not limited to the FCC's Order on Remand and Report and Order in CC Docket 99-68 (Intercarrier Compensation for ISP-Bound Traffic).
- 2.6 "CLLI Codes" means Common Language Location Identifier Codes
- 2.7 "Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.
- 2.8 "FCC" means the Federal Communications Commission.
- 2.9 "IS Traffic" is defined as traffic originated at an end user's customer premises in an Internet Protocol format via the use of adaptors or other equipment.
- 2.10 "ISP-Bound Traffic" is defined in accordance with the FCC's "Order on Remand and Report and Order," in FCC Docket No. 99-68 (FCC 01-131) (released April 27, 2001).
- 2.11 "Local Exchange Routing Guide" ("LERG") is a Telcordia reference document used by carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 2.12 "Local Traffic" means traffic that is originated by a customer of one Party and terminates to a customer of the other Party within the same local calling area on the other Party's network, mandatory Expanded Area Service ("EAS") traffic, ISP-Bound Traffic or any other traffic designated as local by the state public utility commission. The originating and terminating telephone numbers will be used to identify the local traffic.
- 2.13 "Point of Interconnection" (POI) means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between XO and TW for the local interconnection of their networks.
- 2.14 "Percent Local Usage" (PLU)" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 2.15 "Percent Interstate Usage" (PIU) is a calculation that represents the ratio of the interstate access minutes to the sum of intrastate and interstate access minutes of use.
- 2.16 "Port Out Fees" means charges, including those that are in each Parties tariff associated with processing customer ports.
- 2.17 "Transport and Termination" denotes transmission and switching facilities used for the exchange of traffic between interconnected carrier networks.

### SECTION 3. NETWORK INTERCONNECTION

The Parties hereto, agree to establish direct interconnect trunking arrangements between their respective facilities and networks for the transport of Local Traffic, IS Traffic, IntraLATA and InterLATA toll traffic, when the traffic reaches a DS1 level per switch in a market in which the Parties exchange traffic, for any three (3) months in any consecutive six (6) month period, or for any consecutive three (3) months and it is economically advantageous, as follows:

3.1 Parties will establish separate direct 2-way trunk connections for the reciprocal exchange of (1) combined Local Traffic, IS Traffic, and intraLATA Toll Traffic and (2) InterLATA Toll Traffic using one of the two following configurations:

3.1.1 **Collocation Space**, which are facilities constructed by the Parties, or leased from a third party, to interconnect at a designated collocation facility (*e.g.*, ILEC central office collocation space, carrier hotel-type building).

3.1.2 **Mid-Span Meet Point**, which are facilities constructed by the Parties, or leased from a third party, to interconnect at a mid-span meet point.

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

3.3 Based upon a mutually agreed upon traffic study, the Parties shall agree which Party shall be responsible for the ordering of connecting facilities from the ILEC or any other third party ("Ordering Party).

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

3.4.1 Either Party may initiate an order to resize the trunk groups used to directly connect the Parties at any time after the initial establishment of trunk groups and ordering of trunks. The Requesting Party may request an augment and/or a disconnect through issuance of a Trunk Group Service Request ("TGSR") to the other Party.

3.5 Network Management Contacts. Each Party shall make available a network management contact twenty-four (24) hours per day, seven (7) days per week, to

facilitate trouble reporting and respond to other network problems and shall list a management network contact on Attachment B to this Agreement.

### 3.6 Testing and Trouble Responsibilities

3.6.1 TW and XO agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:

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

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

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

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

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

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

3.6.1.7 Protective Protocols. In order to protect their respective networks from facility failures, switch congestion or focused overload (e.g., excessive traffic to a specific subscriber due to radio show call-ins), either Party may use protective network traffic management protocols. These protocols may include, without limitation, 10-digit code gaps on traffic, whereby the originating Party limits traffic directed to a designated 10-digit subscriber at the originating end office. Each Party shall notify each other of the need for a protective protocol as soon as practicable.

3.6.1.8 Expansive Protocols. In order to temporarily relieve network congestion due to facility failures or unanticipated abnormal calling patterns, the Parties may use expansive protocols. These protocols may include, without limitation, originating or terminating traffic reroutes (e.g., high volume call-in networks), and NXX or NPA blocking, whereby the originating Party blocks traffic directed to an affected trunk group at the originating end office. Expansive protocols shall be used only as a temporary remedy to alleviate abnormal network volume and not as a method to circumvent normal trunk servicing. Expansive protocols which require extensive coordination between the Parties or substantial network resources, such as originating or terminating traffic reroutes, shall be used only when mutually agreed upon by the Parties. The Parties agree to

negotiate in good faith to determine and implement the appropriate expansive protocol for each such case as soon as practicable.

#### **SECTION 4. RESPONSIBILITIES RELATED TO THE EXCHANGE OF INDIRECT TRAFFIC**

In the event that the Parties exchange traffic on an indirect basis, the following terms shall govern:

- 4.1 Each Party shall be responsible for ensuring that it has adequate facilities in place to connect its network with each ILEC tandem or alternate tandem that is used by the Parties to transit traffic and shall bear its own costs associated therewith.
- 4.2 Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services. The Party on whose network the call originates shall be responsible for payment of any transit charges (including, without limitation, tandem switching and transport charges) lawfully assessed by the ILEC or other third party for use of the applicable tandem pursuant to an applicable interconnection agreement or tariff.
- 4.3 Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party telecommunications carrier charges for termination of any identifiable transit traffic from the originating Party.
- 4.4 Each Party is responsible for the transport of originating calls from its network to its point of interconnection with the transiting Party.
- 4.5 Each Party reserves the right to either require development and reporting of a jurisdictional usage factor indicating local/EAS/IS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable, or to use the carrier's actual usage reporting. The Parties reserve the right to measure and audit all traffic to ensure that proper rates are being applied. The Parties agree to work together to insure the necessary traffic data required for sampling purposes is available for such audit.

#### **SECTION 5. RESPONSIBILITIES ASSOCIATED WITH TERMINATION OF TRAFFIC**

- 5.1 **Local, IS, IntraLATA and InterLATA Traffic.** For their mutual benefit, the Parties each agree to terminate, in accordance with the terms of this Agreement, Local, IS, IntraLATA and InterLATA Traffic originating on the other Party's network and that is destined for one of the terminating Party's subscribers.
- 5.2 **Responsibilities Related to the Exchange of Traffic and Interconnection Compensation Mechanisms**
  - 5.2.1 **POI.** Each Party is responsible for bringing its facilities to the relevant POI identified in Attachment C.

**5.2.2 Facilities.** When the Parties elect to construct new facilities to interconnect at a mid-span meet, XO and TW will jointly provision the facilities that connect the two networks. Each party will provide fifty percent (50%) of the facilities, unless otherwise mutually agreed upon by the parties. The Parties shall share the financial and other responsibilities for that facility.

**5.2.3 Bill and Keep.** The Parties each agree to terminate the other Party's Local and IS Traffic on a bill and keep basis of compensation. Once the Parties exchange an aggregate monthly total of 2,000,000 MOU of Local and IS Traffic in any one state, either Party may require a joint traffic study to be performed for such state. Should traffic studies indicate on a statewide basis that either Party has been terminating more than sixty percent (60%) of the Parties total terminating minutes for Local, and IS Traffic over the past 3 months, reciprocal compensation will commence at the rate of \$.0007 per MOU starting with the following billing period.

**5.2.4 IntraLATA Toll and InterLATA Traffic.** The Parties shall compensate each other for the interchange of IntraLATA toll and InterLATA switched access traffic using each Party's applicable access tariff rates, price listed rates in states where CLECs are not required to file tariffs, or standard rates in states where no tariffs and price lists are filed.

### 5.3 **Recording and Billing of Direct and Indirect Traffic.**

#### 5.3.1 **Usage Measurement**

5.3.1.1 Each Party shall calculate terminating interconnection minutes of use based on call accounting records generated by their switch platforms in order to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.

5.3.1.2 Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.

**5.3.2 Billing and Call Recording.** Each Party shall perform the necessary call recording and rating for its respective portions of an exchanged call and shall bill the other Party for all charges authorized under this Agreement using generally accepted billing procedures. The Billing shall be exchanged in compliance with Industry standard CAB/BOS or SECABS formats. Each Party shall also be responsible for billing and collection from its respective subscribers.

### 5.3.3 Usage Factors.

5.3.3.1 Notwithstanding the foregoing, in order to accurately bill traffic exchanged, the Parties agree to provide each other Percent Local Usage (“PLU”) and Percent Interstate Usage (“PIU”) factors (the “Usage Factors”) on a quarterly basis. To the extent each Party has not already done so, within ten (10) days after the Effective Date, each Party (the “Reporting Party”) will provide to the other (the “Receiving Party”) the Usage Factors to be used for billing in each state in which the Parties exchange traffic.

5.3.3.2 Such Usage Factors shall be effective for the first invoices issued to each other after the Effective Date and for each invoice thereafter until the Usage Factors are changed as set forth below in this Section. The Usage Factors shall be based on a representative sample of actual calling data from the previous calendar quarter. Thereafter, the Reporting Party will provide to the Receiving Party on or before the 15<sup>th</sup> of the first month of the calendar quarter the Usage Factors to be used in billing for the upcoming calendar quarter in each state in which the Reporting Party exchanges traffic with the Receiving Party; i.e. Usage Factors will be provided on or before January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>. Such Usage Factors will be applied to the next billing cycle.

5.3.3.3 If due to force a majeure event or an unforeseen system error, the Reporting Party is unable to provide the Receiving Party such Usage Factors at least thirty (30) days before the beginning of each calendar quarter, the Parties shall use the previous calendar quarter’s Usage Factors. Within ten (10) days of the end of the Force Majeure event or no later than the tenth day of the calendar quarter if an unforeseen system error is involved, the Reporting Party will send Usage Factors which shall be used prospectively for the remainder of the calendar quarter. The Parties agree that any failure to provide a Usage Factor is not a default hereunder.

5.3.3.4 The Usage Factors shall be applied only to that traffic which cannot be jurisdictionalized. The Parties shall calculate and report their Usage Factors based upon the method of applying the PLU first and the PIU second or per the Industry MECAB guidelines as mutually agreed.

5.3.3.5 Within ten (10) days after receipt of a request from the Receiving Party, the Reporting Party shall provide any report or other documentation which forms the basis of the Reporting Party’s calculation of the Usage Factors in each state in which the Reporting Party exchanges traffic with the Receiving Party. The Usage Factors in one or more states may be audited by the Receiving Party once in any twelve-month period for the prior twelve month period pursuant to the audit provisions set forth in Section 8.

**5.3.4 Invoice Verification.** Each Party to this Agreement shall be responsible for the accuracy and quality of its data or information submitted to the other Party. Each Party shall keep and maintain adequate records of its operations and transactions under this Agreement. Either Party may request the other Party to verify the accuracy of amounts shown on invoices provided under this Agreement through an audit request subject to the requirements set forth in Section 8.

**5.3.5 Billing Contact.** Each Party shall make available a billing contact.

XO:

Name: Richard Jackson  
Title: Director - National Telco Audit

Telephone: 703-547-2331  
Fax: 703-547-2025

TW:

Name:: Mary Brieno  
Title: Sr Manager Carrier Cost  
Management

Telephone: 303-566-5919  
Fax: 303-542-4407

**5.4 Signaling System 7.** The Parties shall interconnect with Signaling System 7 (SS7) networks either directly or through third parties. The Parties agree to exchange between the Parties' signal transfer points (STPs), at no charge to the other Party, call processing information, including calling party number ("CPN"), Automatic Number Identification ("ANI"), and Transactional Capabilities Application Part (TCAP) messages, to provide call management features (e.g., automatic callback, automatic recall and screening list editing). The Parties acknowledge that the CPN is as defined by 47 CFR 64.1600. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP") and Jurisdictional Indicator Parameter ("JIP), wherever technically feasible such information is needed for call routing or billing. Each Party shall set its message screening parameters to accept the other Party's messages from any switching system if such messages are destined to any signaling point in the SS7 network with which the Parties have a legitimate signaling relation. The Parties shall exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices.

**5.5 Calling Party Number.** Under any option, each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Each Party will include in the information transmitted to the other for each call being terminated on the other's network (where technically available to the transmitting party), the originating Calling Party Number (CPN). For all traffic including, without limitation, Interexchange Circuit-Switched Traffic, IP Traffic and wireless traffic, each Party shall provide Calling Party Number as defined in 47 C.F.R. § 64.1600(c) ("CPN") and shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN. CPN shall, at a minimum, include information that accurately reflects the physical location of the end user that originated and/or dialed the call, when including such information is technically feasible. If either party identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, the Parties agree to cooperate with one another to investigate and take corrective action. If one Party is passing CPN but the

other Party is not properly receiving information, the Parties will work cooperatively to correct the problem. For traffic which is delivered by a Party to be terminated on the other Party's network, if the percentage of calls passed with CPN is greater than ninety percent (90%), calls exchanged without CPN information will be billed as either Local and ISP Bound Traffic or IntraLATA Toll Traffic in direct proportion to the MOUs of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than 90%, all calls passed without CPN will be billed as Intrastate IntraLATA Toll Traffic.

## **SECTION 6. RESPONSIBILITIES ASSOCIATED WITH CUSTOMER PORTS**

When an end user customer ports away from a Party, that Party shall not charge the other Party Port Out Fees.

## **SECTION 7. CHARGES AND PAYMENTS**

In consideration of the services provided by XO and TW under this Agreement, the Parties shall pay the charges due the other Party as follows:

7.1 **Due Date.** Except as may be otherwise provided in this Agreement, each Party shall submit on a monthly basis a statement of charges incurred by the other Party during the preceding month for services rendered hereunder. Subject to the terms of this Agreement, the Parties shall pay one another within thirty (30) days from the billing date shown on the bill all amounts owed or, in the event of a dispute, all undisputed invoiced amounts. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

7.2 **Notification of Disputed Amounts.** If any portion of an amount billed by a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall within one hundred and twenty (120) 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 Billed Party shall pay when due all undisputed amounts to the Billing Party.

7.3 **Resolution of Disputed Amounts.** If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within one hundred and twenty (120) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall follow the dispute resolution process reflected in Section 9 of this Agreement.

7.4 **Back Billing.** The Billing Party shall not bill for any charges rendered under this Agreement which were incurred more than one hundred twenty (120) days prior to the bill date.

## SECTION 8. AUDIT

Either Party may, upon thirty (30) days written notice to the other Party, conduct an audit, during normal business hours only on any records, accounts and processes, which contain information directly related to the provision of the services provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12-month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as follows: (i) following at least 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, including, but not limited to, the expense of any special data extractions; (iv) of a reasonable scope, time, place, manner and duration all of which is to be agreed upon by the Parties; (v) in a manner so as not to interfere with the audited Party's business operations. All information obtained in an audit shall be considered Confidential Information subject to the Nondisclosure provisions of this Agreement, regardless of whether the information has been marked as such. Each Party will pay its own costs for the audit, unless as a result of the audit it is determined that the amount due to the Receiving Party for the audited period was understated by more than \$50,000, in which case, the Reporting Party shall pay the entire cost of the audit.

## SECTION 9. DISPUTE RESOLUTION

9.1 **Alternative Dispute Resolution.** The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement (except for disputes governed by the FCC).

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

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

arbitrator shall be final and binding upon the Parties and the judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

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

9.5 **Matters within FCC Jurisdiction.** As reflected in Section 9.1 above, as to those matters which are within the jurisdiction of either the FCC or applicable State Regulatory jurisdiction, the Parties may avail themselves of any remedy available at either law or equity.

9.6 **Other Remedies.** Neither Party is precluded from pursuing its rights and remedies under law or equity after first exhausting its administrative remedies.

## SECTION 10. FORCE MAJEURE

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

## SECTION 11. TERM AND TERMINATION

11.1 **Term.** The initial term of this Agreement shall be 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".

11.2 **Termination for Default.** If the Defaulting Party fails to cure a default within the time period specified in the Default notice as provided in Section 18 of this Agreement and the Parties are not actively engaged in dispute resolution pursuant to Section 9 of the Agreement, the Party providing the Default Notice may discontinue its performance and terminate this Agreement.

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

**SECTION 12. AMENDMENT OF AGREEMENT**

The Parties may mutually agree to amend this Agreement in writing. The Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and/or corrections to this Agreement. Any amendment must be made in writing.

**SECTION 13. DISCLAIMER OF REPRESENTATION AND WARRANTIES**

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

**SECTION 14. INDEMNIFICATION****14.1 General Provisions.**

14.1.1 Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party") from and against 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 reasonable attorneys' fees), ("Loss" or "Losses") arising out of any claims, demands or suits ("Claim" or "Claims") of a third party against the Indemnified Party, its agents, or contractors to the extent arising out of any willful misconduct or negligent acts or omissions of the Indemnifying Party in violation of this Agreement or out of the failure of the Indemnifying Party to perform, or cause to be performed, its obligations under this Agreement.

14.1.2 Each Party, as an Indemnifying Party, agrees to indemnify, defend, and hold harmless the other Party from any third party Claims that assert any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the Indemnifying Party's or it's employees, agents and contractors, or by the Indemnifying Party's equipment, associated with the provision of any service provided under this Agreement. This provision includes but is not limited to Claims arising from unauthorized disclosure of the End User's name, address or telephone number, from third party Claims that the equipment provided by one Party to the other Party or the manner in which either Party configures its network violates any third party intellectual property right.

14.2 Whenever a Loss or Claim shall arise for indemnification under this Section, the Indemnified Party shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same but failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability.

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

14.4 The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Loss or Claim subject to consultation with the Indemnified Party. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the Loss or Claim. The Indemnifying Party shall not be liable for any settlement or other compromise of Losses or Claims by the Indemnified Party unless such Indemnifying Party has approved such settlement or compromise in writing in advance and agrees to be bound by the agreement incorporating such settlement, which approval shall not be unreasonably delayed. If the defense of a Claim has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense, then the Indemnifying Party shall be liable under the indemnification provisions of this Agreement for a settlement or compromise of such Claim by the Indemnified Party, regardless of whether the Indemnifying Party has approved such settlement or compromise, provided the Claim or Loss is one that required indemnification under the terms of this Agreement .

14.5 The Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense, but not direct the defense, if the Loss or 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, provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may raise and direct such defenses, at the expense of the Indemnifying Party. If the Indemnifying Party does not accept the defense of any indemnified Loss or Claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party, unless it is determined that Indemnifying Party had no obligation to indemnify the Loss or Claim. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Loss or 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.

14.6 THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES UNDER THIS SECTION 14 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, BUT NOT BEYOND ANY APPLICABLE STATUTE OF LIMITATIONS PERIOD.

**SECTION 15. LIMITATION OF LIABILITY.**

15.1 Except as otherwise provided herein, neither Party will be liable to the other in connection with the provision or use of services provided under this Agreement. Neither Party will be liable to the other for any Loss relating to or arising out of any ordinary negligent act or omission by a Party, except involving cases of infringement of a third party's intellectual property rights or the improper disclosure of Confidential Information. In no event will either Party be liable to the other Party for any indirect, special, incidental, punitive or consequential damages, including, but not limited to loss of profits, income or revenue, even if advised of the possibility thereof, whether such damages arise out of breach of contract, breach of warranty, negligence, strict liability, tort or any other theory of liability and whether such damages were foreseeable or not at the time this Agreement was executed.

15.2 With respect to any claim or suit for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the liability of the Party furnishing service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays or errors, or defects in transmission or service which are caused or contributed to by the negligent or willful act of the other Party, or which arise from the use of the other Party's provided facilities or equipment, the liability of the Party furnishing service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or service occurs and continues. This limitation of liability provision does not restrict or otherwise affect a Party's indemnification obligations under this Agreement

**SECTION 16. CONTROLLING LAW**

This Agreement shall be governed by the laws of the State of Wisconsin, without giving effect to the principles of conflicts of law thereof, except that if federal law, including the Act, applies, federal law shall control.

**SECTION 17. CHANGE IN LAW**

In the event of a change in applicable law including, but not limited to, rulings by the FCC or the Commission that materially affects any material term of this Agreement or the rights or obligations of either Party hereunder, the Parties shall promptly renegotiate in good faith the affected provisions of the Agreement to the extent necessary to comply with the change in applicable law.

## **SECTION 18. DEFAULT**

A Party that reasonably believes the other Party is in violation of a material term or condition of this Agreement (“Defaulting Party”) shall provide written notice to the Defaulting Party of such violation (“Default Notice”) and provide no less than sixty (60) days to cure the default. The Defaulting Party shall cure the default or initiate proceedings under the dispute resolution procedures in Section 9 of this Agreement. If the default is not remedied within the time period specified in the Default Notice, unless the Parties are actively engaged in Dispute Resolution pursuant to Section 9, the Party providing the notice may pursue any and all remedies available under this Agreement, 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.

## **SECTION 19. NONDISCLOSURE**

### **19.1 Confidential Information.**

19.1.1. By virtue of this Agreement, TWTC and XO may have access to or exchange Confidential Information belonging to the other Party. As used in this Agreement, “Confidential Information” means information not generally known to the public, and maintained by the disclosing Party as confidential, whether of a technical, business or other nature that relates to the Project stated above or that, although not related to such Project, is nevertheless disclosed as a result of the Parties’ discussions in that regard, and that should reasonably have been understood by the receiving Party to be proprietary and confidential to the disclosing Party because of (i) legends or other markings, (ii) the circumstances of disclosure, or (iii) the nature of the information itself. The receiving Party of such Confidential Information shall not disclose any Confidential Information to any person or entity except the receiving Party’s employees, contractors and consultants and entities controlled by it who have a need to know and who agree in writing to be bound by this Section 19 to protect the received Confidential Information from unauthorized use or disclosure. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the disclosing Party of the Confidential Information. The receiving Party shall use Confidential Information only for the purpose of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information, but in no event less than a reasonable degree of care.

19.1.2. The restrictions of this Section 19 shall not apply to information that: (i) was publicly known at the time of the disclosing Party’s communication thereof to the receiving Party; (ii) becomes publicly known through no fault of the receiving Party subsequent to the time of the disclosing Party’s communication thereof to the receiving Party; (iii) was in the receiving Party’s possession free of any obligation of confidence at the time of the disclosing Party’s communication thereof to the receiving Party, and, the receiving Party provides the disclosing Party with written documentation of such possession at the time if asked, after the

disclosing Party makes the disclosure; (iv) is developed by the receiving Party independently of and without reference to any of the disclosing Party's Confidential Information; (v) is rightfully obtained by the receiving Party from third parties authorized to make such disclosure without restriction; or (vi) is identified in writing by the disclosing Party as no longer proprietary or confidential.

19.1.3. In the event the receiving Party is required by law, regulation or court order to disclose any of the disclosing Party's Confidential Information, the receiving Party will promptly notify the disclosing Party in writing prior to making any such disclosure in order to allow the disclosing Party to seek a protective order or other appropriate remedy from the proper authority to prevent or limit such disclosure. The receiving Party agrees to reasonably cooperate with the disclosing Party in seeking such order or other remedy. The receiving Party further agrees that if the disclosing Party is not successful in precluding or limiting the requesting legal body from requiring the disclosure of the Confidential Information, the receiving Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable written assurances that confidential treatment will be accorded the Confidential Information and the disclosing Party shall, to the extent practicable, consult with the receiving Party in an attempt to agree on the form, content, and timing of such disclosure.

19.1.4. All Confidential Information disclosed in connection with this Agreement shall be and remain the property of the disclosing Party. All such information in tangible form shall be returned to the disclosing Party or destroyed by the receiving Party promptly upon written request and shall not thereafter be retained in any form by the receiving Party. The receiving Party shall verify in writing the completeness of the destruction of all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information and all electronic media or records containing or derived from Confidential Information that would be considered confidential) upon the earlier of (i) the completion or termination of the dealings between the disclosing Party and the receiving Party, or (ii) the disclosing Party's written request. The confidentiality obligations set forth in this Section 19 above shall survive any such return or destruction of Confidential Information, in accordance with Section 19.1.9.

19.1.5. The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this Section 19 will result in irreparable injury to the disclosing Party for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

19.1.6. CPNI related to a Party's subscribers obtained by virtue of this Agreement shall be such Party's Confidential Information and may not be used by the other Party for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only in accordance with this Section 19 and pursuant to the requirements of 47 U.S.C. Section 222(c)(2).

19.1.7. The disclosing Party acknowledges that the receiving Party may currently or in the future develop information internally, or receive information from third parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the receiving Party shall not use such information to develop, or have developed for it, products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that use of such information and such development do not violate any of the receiving Party's obligations under this Agreement, and specifically this Section 19.

19.1.8. Except as otherwise expressly provided in this Section 19, nothing herein shall be construed as limiting the rights of either Party with respect to its subscriber information under applicable law, including without limitation 47 U.S.C. Section 222.

19.1.9. The provisions of this Section 19 shall survive the termination or expiration of this Agreement for a period of three (3) years.

## **SECTION 20. MISCELLANEOUS**

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

20.2 **Independent Contractor.** No partnership, joint venture, fiduciary, employment or agency relationship is established by entering into this Agreement. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Neither Party shall have authority to bind the other or to act as an agent for the other unless written authority, separate from this agreement is provided. Neither Party assumes any liability for any act or omission of the other in furnishing of its service to its subscribers solely by virtue of entering into this Agreement.

20.3 **Insurance.** Both Parties shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement and all insurance and/or bonds required by Applicable Law, including, without limitation, its obligations set forth in this Agreement. At a minimum and without limiting the foregoing covenant, both Parties shall maintain the following minimum insurance.

- a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage,

- products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$5,000,000 each occurrence.
- b) Automobile Liability, Comprehensive Form, with limits of at least \$5,000,000 combined single limit for each occurrence.
  - c) Workers Compensation insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 each person/each disease/policy limit.
  - d) Errors and Omissions Liability insurance, on an occurrence basis, with limits of at least \$5,000,000 each wrongful act.

20.3.1 Both Parties shall name the other Party as an additional insured on the general liability insurance. In addition, both Parties' insurance will provide for a waiver of subrogation. Any policy minimums may be met by an umbrella or excess liability insurance policy.

20.3.2 Both Parties shall, within two (2) weeks of the date hereof and on an annual basis thereafter, furnish ACORD certificates or other acceptable proof of the foregoing insurance. The certificates or other proof of the foregoing insurance from TW shall be sent to: Nick Jukich, 13865 Sunrise Valley Sr., Herndon, VA 20171. The certificates or other proof of the foregoing insurance from XO shall be sent to: Risk Management Dept, tw telecom, 10475 Park Meadows Drive, Littleton, CO 80124. In addition, both Parties shall require its agents, representatives, and contractors, if any, that may enter upon the premises of other Party or other Party's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish other Party certificates or other adequate proof of such insurance. Certificates furnished shall notify the certificate holder in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance.

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

20.4.1 If either party is audited by a taxing authority or other governmental authority, the other party agrees to reasonably cooperate with the party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

20.4.2 To the extent a sale is claimed to be for the resale and thus subject to tax exemption, the purchasing Party will furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to

purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If Applicable Law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if purchasing Party (a) furnishes the providing Party with a letter signed by an officer of purchasing Party claiming an exemption and identifying the Applicable Law that both allows such exemption and does not require an exemption certificate; and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any tax, interest, penalties, loss, cost or expense with respect to forbearing to collect such Tax.

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

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

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

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

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

**20.10 Joint Work Product.** This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly

interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

**20.11 Survival.** The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, but not beyond any applicable statute of limitations period.

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

**20.13 Entire Agreement.** The terms contained in this Agreement and any referenced Schedules, Exhibits and other documents or instruments that 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 does not in any way affect either Party's obligation to pay the other Party for any goods or services provided by the other Party pursuant to a separate agreement or under tariff. This Agreement may only be modified by a writing signed by an officer of each Party.

## **SECTION 21. EXECUTION IN DUPLICATE**

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

## **SECTION 22. NOTICES**

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by certified U.S mail with return receipt requested, the day received; if sent by overnight courier, the day received. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

For XO:  
XO Communications Services, Inc.  
Attn: Gegi Leeger  
Title: Director – Regulatory Contracts

For TW:  
tw telecom inc.  
Attn: Tina Davis  
Title: Sr. Vice President and Deputy  
General Counsel

Address: 13865 Sunrise Valley Dr.  
Herndon, VA 20171  
Phone: 703-547-2109  
Fax: 703-547-3694

Address: 10475 Park Meadows Dr.  
Littleton, CO 80124  
Phone: 303-566-1279  
Fax: 303-566-1010

With a copy to:  
tw telecom inc.  
Attn: Pamela Sherwood  
Title: Vice President Regulatory  
Address: 4625 W. 86th Street, Suite 500  
Indianapolis, IN 42628  
Phone: 317-713-8977  
Fax: 317-713-8923

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

[REMAINDER OF THIS PAGE IS BLANK]

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

**XO COMMUNICATIONS SERVICES, INC.**

**tw telecom of wisconsin l.p.**

**By: tw telecom holdings inc., its general partner**

By: Lisa R. Youngers

By: Tina Davis

Typed: Lisa R. Youngers

Typed: Tina Davis

Title: VP Federal Affairs

Title: Sr. Vice President and Deputy General Counsel

Date: 2/19/2010

Date: 2/4/2010

**ATTACHMENT A**  
**NETWORK MANAGEMENT CONTACTS**

**XO NETWORK OPERATIONS CENTER TELEPHONE:** 1-866-966-8975

**TW NETWORK OPERATIONS CENTER TELEPHONE:** 1-877-829-0420

**ATTACHMENT B**  
**POINTS OF INTERCONNECTION (POI)**