Patty A. Nelson
Senior Consultant-
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February 14, 2011

VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

Sandra Paske, Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707-7854

Adoption of Interconnection Agreement Pursuant to Section 252(i) of the	}	
Telecommunications Act of 1996 between Frontier North Inc. ("Frontier")	}	05-TI-
and Marquette-Adams Telephone Cooperative, Inc. ("MATC")	}	

Dear Ms. Paske,

Enclosed for filing with the Public Service Commission of Wisconsin (the "Commission") is a copy of the executed 252(i) adoption letter and Appendix A. Marquette-Adams Telephone Cooperative, Inc. ("MATC") is adopting the terms of the Interconnection Agreements between Tech Com, Inc. ("Tech Com") and Frontier (formerly Verizon North Inc.) that was approved by the Commission as an effective agreement in the state of Wisconsin in Docket 5-TI-1257.

I have been authorized by MATC to submit this filing to the Commission pursuant to 47 U.S.C. Section 252(e) and in recognition of the Commission's jurisdiction in this matter. An electronic copy of the adoption letter and the appendix has been transmitted to Mr. Ken Barth of the Commission on February 14, 2011.

If you have questions relating to this matter, I can be contacted at the above number.

Very truly yours,

/s/ Patty A. Nelson

Patty A. Nelson

c: Jerry Schneider – MATC - electronic
Ken Barth – Public Service Commission of Wisconsin - electronic

Stephen LeVan
180 S. Clinton Avenue
Rochester, NY 14646

November 29, 2010

Jerry Schneider
General Manager
Marquette-Adams Telephone Cooperative, Inc.
113 North Oxford Street
P.O. Box 45
Oxford, Wisconsin 53952

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Schneider:

Frontier North Inc. ("Frontier"), a Wisconsin corporation, with principal place of business at 180 S. Clinton Avenue, Rochester, NY, 14646, has received correspondence stating that Marquette-Adams Telephone Cooperative, Inc. ("MATC"), a Wisconsin corporation, with principal place of business at 113 North Oxford Street, P.O. Box 45, Oxford, WI 53952, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Tech Com, Inc. ("Tech Com") and Frontier that was approved by the Public Service Commission of Wisconsin (the "Commission") as an effective agreement in the State of Wisconsin Docket No. 5-TI-1257 as such agreement exists on the date hereof (including, without limitation, Amendment[s] 1 and 2 thereto**),** after giving effect to operation of law (the "Terms"). I understand MATC has a copy of the Terms. Please note the following with respect to MATC's adoption of the Terms.

1. By MATC's countersignature on this letter, MATC hereby represents and agrees to the following seven points:

   A. MATC adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that MATC shall be substituted in place of Tech Com, Inc. and Tech Com in the Terms wherever appropriate.

B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Frontier (i) that no longer applies to Frontier under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

C. Notice to MATC and Frontier as may be required or permitted under the Terms shall be provided as follows:

To Marquette-Adams Telephone Cooperative, Inc.:

Jerry Schneider
General Manager
113 North Oxford Street
Oxford, WI 53952
Telephone Number: 608.586.4111
Facsimile Number: 608-586-4457
Internet Address: jschneider@maadtelco.com

With copy to:

Patty Sengbusch
Marquette-Adams Telephone Cooperative, Inc.
113 North Oxford Street
Oxford Wisconsin 53952

And

Michael L. Theis
Theis Communications Consulting, LLC.
7633 Ganser Way Ste. 202
Madison, WI 53719
Telephone Number: 608.829-0271 ex.16
Facsimile Number: 608.829.1754
Internet Address: miket@theisconsulting.com

To Frontier:

Frontier Communications
Attn: Director, Carrier Services
180 S. Clinton Avenue
Rochester, NY 14646

with a copy to:

Frontier Communications
Attn: Associate General Counsel
180 S. Clinton Avenue
Rochester, NY 14646

D. MATC represents and warrants that it is a certified provider of local telecommunications service in the State of Wisconsin, and that its adoption of the Terms will cover services in Frontier's service territory in **Frontier North Inc.** for the State of Wisconsin only.

E. In the event an interconnection agreement between Frontier and MATC is currently in effect in the State of Wisconsin (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

F. Frontier's standard pricing schedule for interconnection agreements in the State of Wisconsin (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to MATC's adoption of the Terms. MATC should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Frontier has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Frontier to provide the subject services and in no way waives Frontier's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

G. MATC's adoption of the Terms shall become effective on November 1, 2010. The parties understand and agree that Frontier shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by MATC as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern MATC's adoption of the Terms.

2. As the Terms are being adopted by MATC pursuant to Section 252(i) of the Act, Frontier does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Frontier of the Terms does not in any way constitute a waiver by Frontier of any position as to the Terms or a portion

thereof, nor does it constitute a waiver by Frontier of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of MATC's adoption of the Terms.

3. Nothing herein shall be construed as or is intended to be a concession or admission by Frontier that any contractual provision required by the Commission in Docket No. 5-TI-1257 or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Frontier expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

4. Frontier reserves the right to deny MATC's application of the Terms, in whole or in part, at any time:

   A. when the costs of providing the Terms to MATC are greater than the costs of providing them to Tech Com;

   B. if the provision of the Terms to MATC is not technically feasible; and/or

   C. to the extent that Frontier otherwise is not required to make the Terms available to MATC under applicable law.

5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Frontier has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Frontier's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("*FCC Internet Orders*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.[1] Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Orders*, not pursuant to adoption of the Terms.[2] Moreover, in light of the *FCC Internet Orders*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.[3] In fact, the *FCC Internet Orders*

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[1] Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) *("FCC Remand Order")* ¶44*, remanded, WorldCom, Inc. v. FCC,* No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. *See WorldCom, Inc. v. FCC,* No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

[2] For your convenience, an industry letter distributed by Verizon explaining its plans to implement the FCC Internet Order can be viewed at http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec_01-05_21,00.html.

[3] See, e.g., 47 C.F.R. Section 51.809(c).

made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.[4]

6. Should MATC attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Frontier reserves its rights to seek appropriate legal and/or equitable relief.

7. In the event that a voluntary or involuntary petition has been or is in the future filed against MATC under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Frontier under such laws, including, without limitation, all rights of Frontier under 11 U.S.C. § 366, shall be preserved, and MATC's adoption of the Terms shall in no way impair such rights of Frontier; and (B) all rights of MATC resulting from MATC's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Frontier pursuant to 11 U.S.C. § 366.

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4 *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of MATC to sign this letter in the space provided below and return it to Frontier.

Sincerely,

Frontier North Inc.

Stephen LeVan
Sr. VP Carrier Sales

1-13-11
(DATE)

Reviewed and signed as to Paragraph 1:

Marquette-Adams Telephone Cooperative, Inc.

Jerry Schneider
General Manager

12-10-2010
(DATE)

Attachment

Cc: Michael L. Theis

APPENDIX A TO THE PRICING ATTACHMENT

I. Rates and Charges for Transport and Termination of Traffic[1]

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **$0.0055240 per minute of use**.

Reciprocal Compensation Traffic Tandem Rate: **$0.0085210 per minute of use.**

B. The Tandem Transit Traffic Service Charge is **$0.0031480 per minute of use.**

C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

[1] All rates and charges specified herein are pertaining to the Interconnection Attachment.

II. Services Available for Resale

The avoided cost discount for all Resale services is 18.45%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	$273.09
Customer Record Search Per Account	$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	$311.98
Engineered Initial Service Order - As Specified	$123.84
Engineered Subsequent Service Order	$ 59.61
Non-Engineered Initial Service Order - New Service	$ 42.50
Non-Engineered Initial Service Order - Changeover	$ 21.62
Non-Engineered Initial Service Order - As Specified	$ 82.13
Non-Engineered Subsequent Service Order	$ 19.55
Central Office Connect	$ 12.21
Outside Facility Connect	$ 68.30
Manual Ordering Charge	$ 12.17

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:

Engineered	$ 35.48
Non-Engineered	$ 12.59

Coordinated Conversions:

ISO	$ 17.76
Central Office Connection	$ 10.71
Outside Facility Connection	$ 9.59

Hot Coordinated Conversion First Hour:

ISO	$ 30.55
Central Office Connection	$ 42.83
Outside Facility Connection	$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	$ 4.88
Central Office Connection	$ 9.43
Outside Facility Connection	$ 8.37

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that Tech Com orders any service from Verizon.

Customer Record Search applies when Tech Com requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to Tech Com. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to Tech Com. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter Tech Com's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail. Manual Ordering Charges do not apply to orders sent by Tech Com by the available Verizon OSS Facilities.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if Tech Com requests service prior to the standard due date intervals.

Coordinated Conversion applies if Tech Com requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Tech Com requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

III. Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop

2 Wire Analog Loop (inclusive of NID)	$	32.00[1]
4 Wire Analog Loop (inclusive of NID)	$	50.00
2 Wire Digital Loop (inclusive of NID)	$	32.00
4 Wire Digital Loop (inclusive of NID)	$	50.00
DS-1 Loop	$	171.19
DS-3 Loop	$	1122.95
Supplemental Features:		
ISDN-BRI Line Loop Extender	$	4.50
DS1 Clear Channel Capability	$	24.00

Sub-Loop

2-Wire Feeder	$	13.26
2-Wire Distribution (inclusive of NID)	$	31.96
4-Wire Feeder	$	28.23
4-Wire Distribution (inclusive of NID)	$	57.47
2-Wire Drop (inclusive of NID)	$	5.23
4-Wire Drop (inclusive of NID)	$	5.47
Inside Wire		BFR

Network Interface Device (leased separately)

Basic NID:	$	1.30
Complex (12 x) NID	$	1.40

Switching Port

Basic Analog Line Side Port	$	3.37
Coin Line Side Port	$	7.39
ISDN BRI Digital Line Side Port	$	18.11
DS-1 Digital Trunk Side Port	$	48.00
ISDN PRI Digital Trunk Side Port	$	252.39

Usage Charges (must purchase Port)		
Local Central Office Switching		
(Overall Average MOU)	$	.005524
Common Shared Transport		
Transport Facility (Average MOU/ALM)	$	.000012
Transport Termination (Average MOU/Term)	$	.000151
Tandem Switching (Average MOU)	$	.002889
Terminating to Originating Ratio		1.00

[1] Qualifying unbundled local loops that were ordered by Tech Com within the Offering Window specified in Appendix D, Section XI, “Carrier-to-Carrier Promotions” of the Merger Order with a requested installation date of no later than thirty (30) days after the close of that Offering Window shall be subject to a limited duration promotional discount to the extent that such a loop qualifies and remains eligible for such discount in accordance with Appendix D, Section XI of the Merger Order.

Dedicated Transport Facilities

CLEC Dedicated Transport		
CDT 2 Wire	$	32.00
CDT 4 Wire	$	50.00
CDT DS1		
First System	$	300.00
Additional System	$	150.00
CDT DS3 Optical Interface	$	1,125.00
CDT DS3 Electrical Interface	$	1,500.00
Interoffice Dedicated Transport		
IDT DS0 Transport Facility per ALM	$	0.26
IDT DS0 Transport Termination	$	10.72
IDT DS1 Transport Facility per ALM	$	4.07
IDT DS1 Transport Termination	$	40.00
IDT DS3 Transport Facility per ALM	$	38.38
IDT DS3 Transport Termination	$	201.74
Multiplexing		
DS1 to Voice Multiplexing	$	179.96
DS3 to DS1 Multiplexing	$	500.00
DS1 Clear Channel Capability	$	24.00

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Sub-Loops		
Dark Fiber Loop	$	67.13
Dark Fiber Sub-Loop – Feeder	$	53.17
Dark Fiber Sub-Loop – Distribution	$	13.96
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT –Facility	$	24.80
Dark Fiber IDT –Termination	$	6.34
Intermediate Office Cross Connect	TBD	

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:
UNE 2-wire Analog loop; and
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:
UNE 2-wire Digital loop; and
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:
UNE DS1 loop; and
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:
UNE DS1 loop; and
UNE DS1 Digital Trunk Side port

NRCs. Optional NRCs will apply as ordered by Tech Com including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

EEL Pricing

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, CDT, Multiplexing, & Clear Channel Capability).

Line Splitting[2]

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

[2] Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

NON-RECURRING CHARGES – LOCAL LOOP & SWITCHING PORT

Service Ordering (Local Loop or Switching Port)		
Initial Service Order, per order	$	47.25
Transfer of Service Charge, per order	$	16.00
Subsequent Service Order, per order	$	24.00
Installation		
Unbundled Local Loop, per loop	$	9.75
Unbundled Switching Port, per port	$	9.75
Local Loop Facility Charge, per order (See Note 1)	$	53.50

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES - OTHER UNE's

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi-Mech.	Provisioning Initial Unit	Provisioning Addt'l Unit
UNBUNDLED NID				
Exchange – Basic	$ 27.06	$ 18.83	$ 33.99	N/A
UNBUNDLED SUB-LOOP				
Exchange - FDI Feeder Interconnection - Initial	$ 36.32	$ 26.88	$ 46.20	$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	$ 15.01	$ 11.83	$ 16.99	$ 7.22
Exchange - FDI Distribution Interconnection - Initial	$ 36.32	$ 26.88	$ 61.90	$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	$ 15.01	$ 11.83	$ 16.99	$ 7.22
Exchange - Serving Terminal Interconnection - Initial	$ 36.32	$ 26.88	$ 28.99	$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	$ 15.01	$ 11.83	$ 13.23	$ 6.41
UNBUNDLED DARK FIBER				
Advanced - Service Inquiry Charge	$405.65	$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	$ 64.57	$ 64.57	$267.28	$224.28
Advanced - Unbundled Loop - Initial	$ 64.57	$ 64.57	$261.86	$220.43
Advanced - Sub-Loop Feeder - Initial	$ 64.57	$ 64.57	$261.86	$220.43
Advanced - Sub-Loop Distribution - Initial	$ 64.57	$ 64.57	$264.84	$216.19
Dark Fiber Records Review (with reservation)	TBD			
Intermediate Office Cross Connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
ENHANCED EXTENDED LOOPS (EELs) Loop portion (In addition, IDT and CDT charges apply if applicable to the EEL arrangement)				
Advanced (2-wire and 4-wire) - Basic - Initial	$ 88.39	$ 56.13	$ 9.75	N/A
Advanced (2-wire and 4-wire) - Basic - Subsequent	$ 38.02	$ 21.89	$ 9.75	N/A
DS1/DS3 - Initial	$ 97.94	$ 65.68	$ 9.75	N/A
DS1/DS3 - Subsequent	$ 38.02	$ 21.89	$ 9.75	N/A
DS3 to DS1 Multiplexer	N/A	N/A	$450.00	N/A
DS1 to DS0 Multiplexer	N/A	N/A	$800.00	N/A
CHANGEOVER CHARGE - (Conversion from Special Access to EELs or Transport)				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	$161.87	$ 99.77	$ 41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	$ 7.52	$ 4.56	$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	$179.37	$117.27	$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	$ 7.52	$ 4.56	$ 41.64	N/A

LOOP CONDITIONING (No charge for loops 12,000 feet or less)				
Loop Conditioning - Bridged Tap	N/A	N/A	$ 886.59	$ 28.84
Loop Conditioning - Load Coils	N/A	N/A	$1,098.10	$ 53.24
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	$1,397.02	$ 82.08
UNE PLATFORM				
Exchange - Basic - Initial	$ 31.57	$ 22.13	$ 28.23	$ 26.58
Exchange - Basic - Subsequent	$ 16.44	$ 13.26	$ 1.08	$ 1.08
Exchange - Basic - Changeover	$ 19.93	$ 15.54	$ 0.90	$ 0.90
Exchange - Complex Non-Digital - Initial	$ 41.35	$ 27.53	$162.41	$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	$ 16.44	$ 13.26	$ 5.89	$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	$ 20.82	$ 13.26	$ 22.73	$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	$ 22.35	$ 17.96	$ 3.61	$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)	$ 30.08	$ 21.31	$ 20.97	$ 3.61
Exchange - Complex Digital - Initial	$ 41.35	$ 27.53	$205.75	$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	$ 16.44	$ 13.26	$ 5.15	$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	$ 20.82	$ 13.26	$ 22.73	$ 22.73
Exchange - Complex Digital - Changeover (As Is)	$ 22.35	$ 17.96	$ 4.18	$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	$ 30.08	$ 21.31	$ 80.98	$ 4.18
Advanced - Complex - Initial	$ 48.35	$ 34.53	$681.24	$303.66
Advanced - Complex - Subsequent	$ 20.82	$ 13.26	$ 65.81	$ 48.47
Advanced - Complex - Changeover (As Is)	$ 24.06	$ 19.67	$ 51.51	$ 34.17
Advanced - Complex - Changeover (As Specified)	$ 37.08	$ 28.31	$ 82.31	$ 64.97
INTEROFFICE DEDICATED TRANSPORT(IDT) (Also applies to IDT portion of an EEL arrangement)				
Advanced - Basic (2-wire and 4-wire)- Initial	$ 95.49	$ 63.01	$ 428.58	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	$ 45.12	$ 28.77	$ 58.20	N/A
Advanced - Complex (DS1 and above - Initial	$105.04	$ 72.56	$584.49	N/A
Advanced - Complex (DS1 and above) - Subsequent	$ 45.12	$ 28.77	$ 86.80	N/A
CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT portion of an EEL arrangement)				
Entrance Facility/Dedicated Transport DS0 - Initial	$ 95.49	$ 63.01	$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	$ 45.12	$ 28.77	$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	$105.04	$ 72.56	$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	$ 45.12	$ 28.77	$ 86.80	N/A
Clear Channel Capability	N/A	N/A	$ 90.00	N/A

COORDINATED CONVERSIONS				
Exchange - Standard Interval - Per Qtr. Hour	$ 30.72	$ 30.50	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	$ 26.97	$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Qtr. Hour	$ 22.92	$ 22.69	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	$ 21.12	$ 20.89	N/A	N/A
HOT-CUT COORDINATED CONVERSIONS (Only available for 2-wire analog loops)				
Exchange - Standard Interval - Per Hour	$108.80	$108.57	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	$ 26.97	$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Hour	$ 83.43	$ 83.20	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	$ 21.12	$ 20.89	N/A	N/A
CUSTOMIZED ROUTING	BFR	BFR	BFR	BFR
EXPEDITES				
Exchange Products	$ 3.36	$ 3.36	N/A	N/A
Advanced Products	$ 25.80	$ 25.80	N/A	N/A
OTHER				
Customer Record Search (per account)	$ 4.21	N/A	N/A	N/A
CLEC Account Establishment (per CLEC)	$166.32	$166.32	N/A	N/A
Design Change Charge - EELs and Transport	$ 27.00	$ 27.00	N/A	N/A
LINE SHARING - CLEC OWNED SPLITTER				
CLEC Splitter Connection - Initial	$ 32.19	$ 22.52	$ 53.04	$ 47.29
CLEC Splitter Connection - Subsequent	$ 13.24	$ 9.83	$ 14.49	$ 13.53

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Tech Com orders any service from Verizon.

Customer Record Search applies when Tech Com requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by Tech Com.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by Tech Com.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when Tech Com requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, CDT, Multiplexing and Clear Channel Capability

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Tech Com requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Tech Com requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Tech Com requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by Tech Com.

IV. Rates and Charges for 911

See State Tariff.

V. Collocation Rates

See Wisconsin Local Network Access Services Tariff, P.S.C. of W No. 5, Section 5.16.

PSC REF#: 31973

Public Service Commission of Wisconsin
RECEIVED: 04/04/05, 4:08:47 PM

Michael J. Wirl
Director
Regulatory and Governmental Affairs

100 Communications Drive
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Sun Prairie, WI 53590-0049

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FAX: 608-837-1128
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April 4, 2005

VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

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

Application for approval of an executed arbitrated Comprehensive Interconnection Agreement, Amendment 1 (MOU Reedsburg) and Amendment 2 (MOU Richland Center) to the Agreement between Verizon North Inc. (“Verizon”) and Tech Com Inc. (“Tech Com”)	} } } }	05-TI-

Dear Ms. Zehner,

Enclosed is a copy of the referenced agreement and amendments 1 and 2 between Verizon North Inc (“Verizon”) and Tech Com Inc. (“Tech Com”). Electronic copies of this agreement and its amendments were sent to Mr. Ken Barth of the PSCW on April 4, 2005. This agreement and its amendments were effective as of December 20, 2005.

I have been authorized by Tech Com to submit this filing to the Commission pursuant to 47 U.S.C. Section 252(e) and in recognition of the Commission’s jurisdiction in this matter.

If you have questions relating to this matter, I can be contacted at the above numbers.

Very Truly Yours,

/s/ Michael J. Wirl

Michael J. Wirl

Copies Submitted Electronically:

c: Mr. Ed Keller
Tech Com, Inc.
1027 North Jefferson Street
Richland Center, WI 53581
ekeller@mwt.net

Ken Barth – Public Service Commission of Wisconsin

AGREEMENT

Effective as of December 20, 2004

by and between

TECH COM, INC.

and

VERIZON NORTH INC.
F/K/A GTE NORTH INCORPORATED

FOR THE STATE OF

WISCONSIN

TABLE OF CONTENTS

AGREEMENT 1

1. **The Agreement** 1
2. **Term and Termination** 2
3. **Glossary and Attachments** 2
4. **Applicable Law** 2
5. **Assignment** 3
6. **Assurance of Payment** 3
7. **Audits** 4
8. **Authorization** 5
9. **Billing and Payment; Disputed Amounts** 5
10. **Confidentiality** 6
11. **Counterparts** 8
12. **Default** 8
13. **Discontinuance of Service by Tech Com** 9
14. **Dispute Resolution** 9
15. **Force Majeure** 9
16. **Forecasts** 10
17. **Fraud** 10
18. **Good Faith Performance** 10
19. **Headings** 10
20. **Indemnification** 11
21. **Insurance** 12
22. **Intellectual Property** 13
23. **Joint Work Product** 14
24. **Law Enforcement.** 14
25. **Liability** 15
26. **Network Management** 16

27. Non-Exclusive Remedies 17

28. Notice of Network Changes 17

29. Notices 17

30. Ordering and Maintenance 18

31. Performance Standards 19

32. Point of Contact for Tech Com Customers 20

33. Predecessor Agreements 20

34. Publicity and Use of Trademarks or Service Marks 21

35. References 21

36. Relationship of the Parties 21

37. Reservation of Rights 22

38. Subcontractors 22

39. Successors and Assigns 22

40. Survival 22

41. Taxes 23

42. Technology Upgrades 25

43. [Intentionally Left Blank] 25

44. Third Party Beneficiaries 25

45. 251 and 271 Requirements 25

46. 252(i) Obligations 25

47. Use of Service 25

48. Waiver 26

49. Warranties 26

50. [Intentionally Left Blank] 26

51. Verizon Publication 26

GLOSSARY 28

1. General Rule 28

2. Definitions 28

ADDITIONAL SERVICES ATTACHMENT **42**

1. Alternate Billed Calls **42**

2. Dialing Parity - Section 251(b)(3) **42**

3. Directory Assistance (DA) and Operator Services **42**

4. Directory Listing and Directory Distribution **42**

5. Information Services Traffic **45**

6. Intercept and Referral Announcements **46**

7. Originating Line Number Screening (OLNS) **46**

8. Operations Support Systems (OSS) **46**

9. [This section intentionally left blank]. **53**

10. Telephone Numbers **53**

11. Routing for Operator Services and Directory Assistance Traffic **53**

INTERCONNECTION ATTACHMENT **55**

1. General **55**

2. Points of Interconnection (POI) and Trunk Types **55**

3. Alternative Interconnection Arrangements **60**

4. Initiating Interconnection **61**

5. Transmission and Routing of Telephone Exchange Service Traffic **61**

6. Traffic Measurement and Billing over Interconnection Trunks **62**

7. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act **63**

8. Other Types of Traffic **66**

9. Transmission and Routing of Exchange Access Traffic **67**

10. Meet-Point Billing Arrangements **68**

11. Toll Free Service Access Code (e.g., 800/888/877) Traffic **71**

12. Tandem Transit Traffic **72**

13. Number Resources, Rate Centers and Routing Points **73**

14. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair **74**

15. Number Portability - Section 251(B)(2) 76

RESALE ATTACHMENT 80

1. General 80

2. Use of Verizon Telecommunications Services 80

3. Availability of Verizon Telecommunications Services 81

4. Responsibility for Charges 81

5. Operations Matters 81

6. Rates and Charges 82

7. Notice 82

UNBUNDLED NETWORK ELEMENTS (UNEs) ATTACHMENT 83

1. General 83

2. Verizon's Provision of UNEs 84

3. Loop Transmission Types 84

4. Line Sharing 93

5. Line Splitting 99

6. Sub-Loop 99

7. Inside Wire 102

8. Dark Fiber 102

9. Network Interface Device 104

10. Unbundled Switching Elements 105

11. Unbundled Interoffice Facilities 107

12. Signaling Networks and Call-Related Databases 107

13. Operations Support Systems 108

14. Availability of Other UNEs on an Unbundled Basis 108

15. Repair and Maintenance of UNEs 110

16. Rates and Charges 110

17. Combinations 110

Exhibit A to Unbundled Network Elements Attachments 111

COLLOCATION ATTACHMENT **114**

1. Verizon's Provision of Collocation **114**

2. [Intentionally Left Blank] **114**

911 ATTACHMENT **115**

1. 911/E-911 Arrangements **115**

2. Electronic Interface **115**

3. 911 Interconnection **116**

4. 911 Facilities **116**

5. Local Number Portability for use with 911 ..... **116**

6. PSAP Coordination **116**

7. 911 Compensation **116**

8. 911 Rules and Regulations **116**

PRICING ATTACHMENT **117**

1. General **117**

2. Verizon Telecommunications Services Provided to Tech Com for Resale Pursuant to the Resale Attachment **117**

3. Tech Com Prices **118**

4. Section 271 ..... **119**

5. [Intentionally Left Blank] **119**

APPENDIX A TO THE PRICING ATTACHMENT **120**

AGREEMENT
PREFACE

This Agreement ("Agreement") is effective as of December 20, 2004 (the "Effective Date"), between Tech Com, Inc. (Tech Com), a corporation organized under the laws of the State of Wisconsin, with offices at 1027 North Jefferson Street, Richland Center, WI 53581 and Verizon North Inc., f/k/a GTE North Incorporated ("Verizon"), a corporation organized under the laws of the State of Wisconsin with offices at 8001 West Jefferson St., Ft. Wayne, In 46804.

The Parties hereby acknowledge and agree that although the Effective Date of this agreement may post-date the effective date of the FCC's order in the Report and Order and Order on Remand, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, FCC 03-36, CC Docket Nos. 01-338, 96-98, and 98-147, (adopted February 20, 2003) ("the Triennial Review Order"), this Agreement was negotiated and arbitrated prior to the Triennial Review Order's release and remains subject to either Party's rights under this Agreement and Applicable Law to affect changes in Applicable Law brought about by the Triennial Review Order in accordance therewith.

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Verizon and Tech Com hereby agree as follows:

1. The Agreement

1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated and made a part hereof this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.

1.2 Conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party which has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.

1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and, unless this Agreement expressly directs otherwise, supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, except to the extent that a prior or contemporaneous written agreement between the Parties by its express terms provides that it shall survive, modify, complement, and/or take precedence over the terms and conditions of this Agreement. Except as otherwise provisioned in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, except for Verizon's Local Network Access Services Tariff, PSC of W No. 5 and General Exchange Tariff, PSC of W No. 1,

Resale Products and Services, Section 29, as applicable to this Agreement, without the consent of, or notice to, the other Party.

2. Term and Termination

2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until December 19, 2006 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

2.2 Either Tech Com or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.

2.3 If either Tech Com or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Tech Com or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Tech Com and Verizon; or, (b) the date one (1) year after the proposed date of termination.

2.4 If either Tech Com or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Tech Com nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT) as defined by the Act.

3. Glossary and Attachments

The Glossary and the following Attachments are a part of this Agreement:

Additional Services Attachment

Interconnection Attachment

Resale Attachment

UNE Attachment

Collocation Attachment

911 Attachment

Pricing Attachment

4. Applicable Law

4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Wisconsin, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

4.7 [Intentionally left blank]

5. Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement.

6. Assurance of Payment

6.1 Upon request by Verizon, Tech Com shall provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.

6.2 Assurance of payment of charges may be requested by Verizon if Tech Com (a) in Verizon's reasonable and documented judgment, at the Effective Date or at any time thereafter, does not have established credit with Verizon, (b) in Verizon's reasonable and documented judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (c) fails to timely pay a bill rendered to Tech Com by Verizon or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or

adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

Notwithstanding Section 6.2(c), assurance of payment of charges may be requested by Verizon based solely on a failure to timely pay a bill rendered by Verizon if the failure to timely pay occurred within the twelve-months immediately prior to the request for assurance of payment. Verizon may consider, along with other evidence, a failure to timely pay a bill as evidence that Tech Com is not creditworthy, under 6.2(c), regardless of when the late payment occurred.

6.3 Unless otherwise agreed by the Parties, the assurance of payment shall, at Verizon's option, consist of (a) a cash security deposit in U.S. dollars held by Verizon or (b) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The cash security deposit or letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to Tech Com in connection with this Agreement.

6.4 To the extent that Verizon elects to require a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

6.5 If payment of interest on a cash deposit is required by an applicable Verizon Tariff or by Applicable Law, interest will be paid on any such cash deposit held by Verizon at the higher of the interest rate stated in such Tariff or the interest rate required by Applicable Law.

6.6 Verizon may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to Tech Com in respect of any amounts to be paid by Tech Com hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

6.7 If Verizon draws on the letter of credit or cash deposit, upon request by Verizon, Tech Com shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.2.

6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, and Tech Com fails to provide Verizon with such assurance of payment within ten (10) calendar days, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as Tech Com has provided Verizon with such assurance of payment.

6.9 The fact that a deposit or a letter of credit is requested by Verizon hereunder shall in no way relieve Tech Com from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records,

documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least $1,000,000.

7.2 The audit shall be performed by independent certified public accountants or other parties as mutually agreed to by Verizon and Tech Com ("Auditors"), provided that either Party in its sole discretion may refuse to permit parties other than independent certified public accountants to conduct such audits. The Auditors shall be selected and paid by the Auditing Party. The Auditors shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the Auditors shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the Auditors. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.

7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

8.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.2 Tech Com represents and warrants that it is a CORPORATION duly organized, validly existing and in good standing under the laws of the State of Wisconsin, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.3 Tech Com Certification

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as Tech Com has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in Wisconsin. Tech Com shall not place any orders under this Agreement until it has obtained such authorization. Tech Com shall provide proof of such authorization to Verizon upon request.

9. Billing and Payment; Disputed Amounts

9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.

9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or, (b) twenty (20) days after the date the statement is received by the billed Party. Payments may be made by electronic funds transfer or by check, provided that if Tech Com fails to remain current on its payments to Verizon, Verizon may require Tech Com to make all future payments by electronic funds transfer. Tech Com may remain current by paying all undisputed amounts (i.e., all billed amounts that are not subject to a bona fide good faith dispute in accordance with Section 9.3) on or before their Due Date.

9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall 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. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.

9.4 Charges due to the billing Party that are not paid by the Due Date shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month. In the event Disputed Amounts are resolved in favor of the billed Party, that Party will receive credit for any late payment charges assessed in connection with such Disputed Amounts.

9.5 [Intentionally left blank]

10. Confidentiality

10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;

10.1.2 Any forecasting information provided pursuant to this Agreement.

10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or, (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);

10.1.3.1 information related to specific facilities or equipment (including, but not limited to, cable and pair information);

10.1.3.2 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as “Confidential” or “Proprietary;” and

10.1.3.3 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be “Confidential or “Proprietary”.

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Sections 10.1.3.1 or 10.1.3.2.

10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:

10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and,

10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party’s Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party’s Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party’s obligations under this Agreement. The Receiving Party’s Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party’s Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 10 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party’s Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party’s Affiliates, to comply with the provisions of this Section 10.

10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.

10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:

10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;

10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party’s Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party’s Affiliates;

10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;

10.4.4 is independently developed by the Receiving Party;

10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or

10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

10.7 The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.

10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement for a period of three (3) years after the latest of its expiration, cancellation or termination.

11. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Default

If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and

terminate the provision of all Services hereunder.

13. Discontinuance of Service by Tech Com

13.1 If Tech Com proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, Tech Com shall send written notice of such discontinuance to Verizon, the Commission, and each of Tech Com's Customers. Tech Com shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, Tech Com shall send such notice at least thirty (30) days prior to its discontinuance of service.

13.2 Such notice must advise each Tech Com Customer that unless action is taken by the Tech Com Customer to switch to a different carrier prior to Tech Com's proposed discontinuance of service, the Tech Com Customer will be without the service provided by Tech Com to the Tech Com Customer.

13.3 Should a Tech Com Customer subsequently become a Verizon Customer, Tech Com shall provide Verizon with all information necessary for Verizon to establish service for the Tech Com Customer, upon demonstration of the Customer's authorization, or as otherwise may be required or provided for in accordance with Applicable Law, including, but not limited to, the Tech Com Customer's billed name, listed name, service address, and billing address, and the services being provided to the Tech Com Customer.

13.4 Nothing in this Section 13 shall limit either Party's right to cancel or terminate this Agreement or suspend provision of Services under the terms of this Agreement or pursuant to Applicable Law.

14. Dispute Resolution

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

15. Force Majeure

15.1 Neither Party shall be responsible for any delay nor failure in performance by it, which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.

15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16. Forecasts

In addition to any other forecasts required by this Agreement, upon request by Verizon, Tech Com shall provide to Verizon forecasts regarding the Services that Tech Com expects to purchase from Verizon, including, but not limited to, forecasts regarding the types and volumes of Services that Tech Com expects to purchase and the locations where such Services will be purchased.

17. Fraud

Each Party assumes responsibility for all fraud associated with its Customers and accounts. Neither Party shall bear responsibility for, nor shall it be required to investigate or make adjustments to the other Party's account in cases of, fraud by the other Party's Customers or other third parties.

18. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

19. Headings

The headings used in the Principal Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Principal Document.

20. Indemnification

20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, agents or contractors of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

20.2 Indemnification Process:

20.2.1 As used in this Section 20, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 20.1.

20.2.2 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:

20.2.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.

20.2.4 If the Indemnified Person fails to comply with Section 20.2.1 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is

not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.

20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

21.1 Tech Com shall maintain all insurance and/or bonds required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance and/or bonds required by Applicable Law. Tech Com shall maintain such insurance during the term of this Agreement and for such period thereafter as shall be necessary to satisfy Tech Com's obligations under this Agreement and Applicable Law. The insurance and/or bonds shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, Tech Com shall maintain the following insurance:

21.1.1 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 $2,000,000 combined single limit for each occurrence.

21.1.2 Motor Vehicle Liability, Comprehensive Form, covering all owned, hired and non-owned vehicles, with limits of at least $2,000,000 combined single limit for each occurrence.

21.1.3 Excess Liability, in the umbrella form, with limits of at least $10,000,000 combined single limit for each occurrence.

21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than $2,000,000 per occurrence.

21.1.5 All risk property insurance on a full replacement cost basis for all of Tech Com's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.

21.1.6 The precise structure of the foregoing coverage requirements is at Tech Com's option, so long as the total amount of insurance satisfies Verizon's minimum requirements.

21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Sections 21.4 and 21.5, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of Tech Com.

21.3 Tech Com shall name Verizon, Verizon's Affiliates and the directors, officers and employees of Verizon and Verizon's Affiliates, as additional insureds on the foregoing insurance.

21.4 Tech Com shall, within two (2) weeks of the Effective Date hereof, on an annual basis thereafter, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director – Contract Performance & Administration, Verizon Wholesale Markets, 600 Hidden Ridge, Irving, TX 75038.

21.5 Tech Com shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon's affiliated companies to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 21.4.

21.6 If Tech Com or Tech Com's contractors fail to maintain insurance as required in Sections 21.1 through 21.5, above, Verizon may purchase such insurance and Tech Com shall reimburse Verizon for the cost of the insurance.

21.7 Certificates furnished by Tech Com or Tech Com's contractors shall contain a clause stating: Verizon North Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22. Intellectual Property

22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual

property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

22.2 Except as stated in Section 22.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

22.4 Tech Com agrees that the Services provided by Verizon hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Verizon and Verizon's vendors. Verizon agrees to advise Tech Com, directly or through a third party, of any such terms, conditions or restrictions that may limit any Tech Com use of a Service provided by Verizon that is otherwise permitted by this Agreement. At Tech Com's written request, to the extent required by Applicable Law, Verizon will use Verizon's best efforts, as commercially practicable, to obtain intellectual property rights from Verizon's vendor to allow Tech Com to use the Service in the same manner as Verizon that are coextensive with Verizon's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Verizon has obtained Verizon's intellectual property rights. Costs associated with the procurement of additional rights/licenses shall be recovered as agreed by the Parties and, absent such agreement, pursuant to the dispute resolution procedures set forth in this Agreement.

23. Joint Work Product

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

24. Law Enforcement.

24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Liability

25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.

25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure, forecasting requirement, or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.

25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:

25.5.1 under Sections 20, Indemnification or 41, Taxes.

25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.

25.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;

25.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

25.5.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or

25.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.

25.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.

25.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

26. Network Management

26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. Tech Com and Verizon will exchange appropriate information (*e.g.*, network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

26.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

26.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

26.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service

credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow its standard procedures for isolating and clearing the outage or trouble, provided that Tech Com's procedures for isolating and clearing the outage or trouble are no less rigorous than Verizon's standard procedures.

27. Non-Exclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

28. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51. 335) notice shall be given at the time required by Applicable Law. Where it is Tech Com that is providing notice of a change, it shall deliver such notice to Verizon pursuant to Section 29 below, unless otherwise required or provided for by Applicable Law.

29. Notices

29.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) personally, (b) by express delivery service with next business day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), above; and

29.1.3 shall be delivered to the following addresses of the Parties:

To Tech Com:

General Manager
1027 North Jefferson Street
Richland Center, WI 53581
Telephone Number: 608-649-6060
Facsimile Number: 608-647-4265
Internet Address: ekeller@mwt.net

with a copy to:

Axley Brynelson, LLP
Manchester Place
Suite 200
2 East Mifflin Street
Madison, WI 53703
Telephone Number: 608-257-5661
Facsimile: 608-257-5444

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving. TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 North Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next business day delivery, the next business day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) business days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 PM, in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received the next Business Day after the date set forth on the telecopy confirmation.

30. Ordering and Maintenance

Tech Com shall use Verizon's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If Verizon has not yet deployed an electronic capability for Tech Com to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Verizon, Tech Com shall use such other processes as Verizon has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission).

31. Performance Standards

31.1 Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act and 47 CFR §§ 51.305(a)(3), 51.311(a) and (b) and 51.603(b).

31.2 Merger Order Performance Plan Provisions

31.2.1 As used in this Section 31.2 and in Section 3.18.1.2 of the Unbundled Network Element Attachment, "the Merger Order Performance Plan Provisions" shall mean and include Appendix D, Section V, "Carrier-to-Carrier Performance Plan (Including Performance Measurements)," (15 FCC Rcd at 14293-14295), and Appendix D, Attachment A, "Carrier-to-Carrier Performance Assurance Plan," (15 FCC Rcd at 14332-14431), of the Merger Order.

31.2.2 Subject to Sections 31.2.3 through 31.2.5, below, to the extent required by the Merger Order Performance Plan Provisions, Verizon shall provide performance measurement results to Tech Com. Subject to Sections 31.2.3 through 31.2.5, below, Verizon shall provide performance measurement results to Tech Com as required by the Merger Order Performance Plan Provisions for the period that this Agreement remains in effect between the Parties, even if the obligation to provide performance measurement results pursuant to the Merger Order Performance Plan Provisions may have ended on an earlier date under Appendix D, Section V, "Carrier-to-Carrier Performance Plan (Including Performance Measurements)," Paragraph 17 (15 FCC Rcd at 14294).

31.2.3 The measurements provided for in the Merger Order Performance Plan Provisions shall be subject to change from time-to-time as provided in the Merger Order Performance Plan Provisions.

31.2.4 If a carrier-to-carrier service quality measurement plan applicable to Verizon's provision of wholesale services required by Section 251(c) of the Act (including but not limited to Unbundled Network Elements) for Wisconsin is adopted, required, approved or allowed to go into effect by the Commission or the FCC, when Verizon begins to report performance measurement results under such plan, Verizon may terminate its provision of performance measurement results to Tech Com pursuant to this Section 31.2.

31.2.5 For avoidance of doubt:

31.2.5.1 Nothing in this Section 31.2 shall create, extend or expand in duration, scope or otherwise, financial or payment obligations of Verizon (including, but not limited to, any payments, credits, remedies, penalties, incentives, or other financial benefits of any type) either to the United States Treasury or Tech Com under the Merger Order Performance Plan Provisions.

31.2.5.2 Nothing in this Section 31.2 shall be read to alter (either by enlargement, reduction, elimination or otherwise) a Party's existing right to file a complaint under Wisconsin Statute §196.199 to seek enforcement of the terms of the Agreement regarding sub-standard performance.

31.3 Tech Com shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

32. Point of Contact for Tech Com Customers

32.1 Tech Com shall establish telephone numbers and mailing addresses at which Tech Com Customers may communicate with Tech Com and shall advise Tech Com Customers of these telephone numbers and mailing addresses.

32.2 Except as otherwise agreed to by Verizon, Verizon shall have no obligation, and may decline to accept a communication from a Tech Com Customer, including, but not limited to, a Tech Com Customer request for repair or maintenance of a Verizon Service provided to Tech Com.

33. Predecessor Agreements

33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:

33.1.1 any prior interconnection or resale agreement between the Parties for the State of Wisconsin pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

33.1.2 any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of Wisconsin pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.

33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment. The Parties agree that BFRs #WI 000-1223 and #WI 000-1231 concern a Service as described in this Section 33.2, but that the commitment established by those BFR authorizations will continue to be governed by their original terms as opposed to this Agreement.

33.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 33.2, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the

Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

34. Publicity and Use of Trademarks or Service Marks

34.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

35. References

35.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.

35.2 Unless the context shall otherwise require, any reference to an agreement, technical or other document (including Verizon or third party guides, practices or handbooks), or provision of Applicable Law, is to such agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a provision of Applicable Law, to any successor provision).

36. Relationship of the Parties

36.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

36.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights, which include but are not limited to its right: (a) to appeal or otherwise seek the reversal of and changes in the arbitration decision directly associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

37.2 Tech Com acknowledges Tech Com has been advised by Verizon that it is Verizon's position that this Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.

37.3 Verizon acknowledges Verizon has been advised by Tech Com that it is Tech Com's position that this Agreement contains certain provisions, which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.

38. Subcontractors

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

39. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

40. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 10), indemnification or defense (including, but not limited to, Section 20), or limitation or exclusion of liability (including, but not limited to, Section 25), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this

Agreement, shall survive the expiration, cancellation or termination of this Agreement.

41. Taxes

41.1 In General. With respect to any purchase hereunder of Services, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall properly bill the Purchasing Party for such Tax, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority.

41.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party (a) shall provide the Providing Party with notice in writing in accordance with Section 41.6 of this Agreement of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.

41.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the Purchasing Party (a) shall be required to impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

41.4 Liability for Uncollected Tax, Interest and Penalty. If the Providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 41.1, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such uncollected Tax and (b) the Providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 41.1, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Providing Party does not collect any Tax as required by Section 41.1 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Purchasing Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, (x) the Providing Party shall be liable for any Tax imposed on its receipts and (y) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by such authority. If the Purchasing Party fails to

impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully 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.

41.5 Tax exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, reasonably acceptable to the Providing Party (e.g., an agreement commonly used in the industry), which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

41.6 Notices. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Verizon:

Tax Administration
Verizon Communications
1095 Avenue of the Americas
Room 3109
New York, NY 10036

To Tech Com:

General Manager
Tech Com, Inc.
1027 North Jefferson Street
Richland Center, WI 53581

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

42. Technology Upgrades

Subject to Section 28 above and the requirements of 47C.F.R.§§ 51.325 through 51.335, and notwithstanding any other provision of this Agreement, each Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Tech Com's ability to provide service using certain technologies. Nothing in this Agreement shall limit either Party's ability to modify its network through the incorporation of new equipment or software or otherwise. Tech Com shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

43. [Intentionally Left Blank]

44. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

45. 251 and 271 Requirements

45.1 [Intentionally Left Blank.]

45.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of an application by Verizon or an Affiliate of Verizon pursuant to Section 271(d) of the Act. In the event that any one or more of the provisions contained herein in Verizon's reasonable determination is likely to adversely affect the application pursuant to Section 271(d) of the Act, the Parties agree to negotiate in good faith the revisions necessary to eliminate such adverse effect on the application, if possible.

46. 252(i) Obligations

46.1 To the extent required by Applicable Law, each Party shall comply with the respective rights and obligations imposed upon it pursuant to Section 252(i) of the Act.

46.2 To the extent required by Applicable Law, each Party shall comply with the respective rights and obligations imposed upon it pursuant to Section 252(i) of the Act. To the extent that the exercise by Tech Com of any rights it may have under Section 252(i) results in the rearrangement of Services by Verizon, Tech Com shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services.

47. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers

comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

48. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

49. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, **WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE** WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

50. [Intentionally Left Blank]

51. Verizon Publication

All Verizon publications referred to or incorporated into this Agreement including, but not limited to, technical references, shall be made available by Verizon to Tech Com either electronically (e.g., at www.Verizon.com/wise in Verizon's former GTE territory), or, if not available electronically, as mutually agreed to by the Parties at a reasonable copying charge to Tech Com, if applicable.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

TECH COM, INC.	**VERIZON NORTH INC.**
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title _____

GLOSSARY

1. General Rule

1.1 The provisions of Sections 1.2 through 1.4 and Section 2 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.

1.2 Unless the context clearly indicates otherwise, when used in the Principal Document the terms listed in this Glossary shall have the meanings stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth on this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.

1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary, which is defined or used in the singular, shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.

1.4 The words “shall” and “will” are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

2.1 Act.

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

2.2 Advanced Services.

As a general matter, shall have the meaning set forth by the FCC.

2.3 Affiliate.

Shall have the meaning set forth in the Act.

2.4 Agent.

An agent or servant.

2.5 Agreement.

This Agreement, as defined in Section 1 of the General Terms and Conditions.

2.6 Automated Message Accounting (AMA).

The structure inherent in switch technology that initially records

telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia Technologies as GR-1100-CORE that defines the industry standard for message recording.

2.7 Ancillary Traffic.

All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and Voice Information Services Traffic as described in Section 5 of the Additional Services Attachment.

2.8 Answer Supervision.

An off-hook supervisory signal.

2.9 Applicable Law.

All effective laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.

2.10 ASR (Access Service Request).

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

2.11 Automatic Number Identification (ANI).

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

2.12 Basic Local Exchange Service.

Voice grade access to the network that provides: the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to Interexchange Carriers of the Customer’s choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

2.13 Bona Fide Request (BFR).

The process described in the UNE Attachment that prescribes the terms and conditions relating to a Party's request that the other Party provides a UNE that it is not otherwise required to provide under the terms of this Agreement.

2.14 Business Day.

Monday through Friday, except for holidays on which the U.S. mail is not delivered.

2.15 Calendar Quarter.

January through March, April through June, July through September, or October through December.

2.16 Calendar Year.

January through December.

2.17 CCS (Common Channel Signaling).

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

2.18 Central Office.

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

2.19 Central Office Switch.

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

2.20 Claims.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).

2.21 CLEC (Competitive Local Exchange Carrier).

Any corporation or other person legally able to provide Local Exchange Service in competition with an ILEC.

2.22 CLLI Codes.

Common Language Location Identifier Codes.

2.23 Centralized Message Distribution System (CMDS).

The billing record and clearing house transport system that LECs use to exchange out collects and in collects as well as Carrier Access Billing System (CABS) records.

2.24 Commission.

Wisconsin Public Service Commission

2.25 Conversation Time.

The time that both Parties' equipment is used for a completed call measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

2.26 Calling Party Number (CPN).

A CCS parameter that identifies the calling party's telephone number.

2.27 CPNI (Customer Proprietary Network Information).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.28 Cross Connection.

A jumper cable or similar connection, provided in connection with a Collocation arrangement at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) Tech Com's equipment and (ii) the equipment or facilities of Verizon.

2.29 Customer.

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

2.30 Digital Signal Level.

One of several transmission rates in the time-division multiplex hierarchy.

2.31 Digital Signal Level 0 (DS0).

The 64kbps zero-level signal in the time-division multiplex hierarchy.

2.32 Digital Signal Level 1 (DS1).

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

2.33 Digital Signal Level 1 (DS3).

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

2.34 Effective Date.

Shall have the meaning set forth in the Preface of this Agreement.

2.35 EMI (Exchange Message Interface).

Standard used for the interexchange of telecommunications message information between exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.

2.36 End Office Switch or End Office.

A switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

2.37 Entrance Facility.

The facility between a Party's designated premises and the Central Office serving that designated premises.

2.38 Exchange Access.

Shall have the meaning set forth in the Act.

2.39 Extended Local Calling Scope Arrangement

An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area. As and to the extent required by the Public Service Commission of Wisconsin in Docket 05-TI-283, Extended Community Calling (ECC) Traffic, as defined in the Public Service Commission of Wisconsin Docket 05-TI-119, shall be considered a non-optional Extended Local Calling Scope Arrangement.

2.40 FCC.

The Federal Communications Commission.

2.41 FCC Internet Order.

Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition* Provisions *in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic,* FCC 01-131, CC Docket Nos. 96-98 and 99-68 (adopted April 18, 2001).

2.42 FCC Regulations.

The regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

2.43 HDSL (High-Bit Rate Digital Subscriber Line).

A transmission technology that transmits up to a DS1 level signal, using any one of the following line codes: 2 Binary/1 Quartenary (2B1Q), Carrierless AM/PM, Discrete Multitone (DMT) or 3 Binary/1 Octal (3BO).

2.44 IDLC (Integrated Digital Loop Carrier).

A subscriber Loop carrier system, which integrates within the switch at a DS1 level that is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

2.45 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.46 Information Access.

The provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services, including a provider of Internet access or Internet transmission services.

2.47 Inside Wire or Inside Wiring.

All wire, cable, terminals, hardware, and other equipment or materials on the customer's side of the Rate Demarcation Point.

2.48 Internet Traffic.

Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

2.49 InterLATA Service.

Shall have the meaning set forth in the Act.

2.50 IntraLATA.

Telecommunications services that originate and terminate at a point within the same LATA.

2.51 IP (Interconnection Point).

For Reciprocal Compensation Traffic the point at which a Party who receives Reciprocal Compensation Traffic from the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic.

2.52 ISDN (Integrated Services Digital Network).

A switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two (2) 64 kbps bearer channels and one (1) 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23B+D).

2.53 ISDN User Part (ISUP).

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.54 IXC (Interexchange Carrier).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or intraLATA Telephone Toll Services.

2.55 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.56 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.57 LERG (Local Exchange Routing Guide).

The Telcordia Technologies reference customarily used to identify NPANXX routing and homing information, as well as network element and equipment

designation.

2.58 LIDB (Line Information DataBase).

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

2.59 Line Side.

An End Office Switch connection that provides transmission, switching and optional features suitable for Customers connection to the public switched network, including loop start supervision, ground start supervision and signaling for BRI-ISDN service.

2.60 Loop.

A transmission path that extends from a Main distribution Frame, DSX-panel, or functionally comparable piece of equipment in a Customer's serving End Office to the Rate Demarcation Point (or NID if installed at the Rate Demarcation Point) in or at the customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

2.61 LSR (Local Service Request).

A form based on industry standards, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and Unbundled Network Elements for the purposes of competitive local services.

2.62 MDF (Main Distribution Frame).

The primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center. The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

2.63 Measured Internet Traffic.

Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party’s network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party’s network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined by Verizon. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic.

2.64 MECAB (Multiple Exchange Carrier Access Billing).

Document prepared by the Billing Committee of the Ordering and Billing Forum

(OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

2.65 MECOD (Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface).

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by [BellCore] Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

2.66 Merger Order

The FCC's Order "In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License", Memorandum Opinion and Order, FCC CC Docket No. 98-184, FCC 00-221 (June 16, 2000), as modified from time to time.

2.67 NANP (North American Numbering Plan).

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

2.68 Network Element.

Shall have the meaning stated in the Act.

2.69 NID (Network Interface Device).

The Verizon provided interface terminating Verizon's Telecommunications network on the property where the Customer's service is located at a point determined by Verizon. The NID contains a FCC Part 68 registered jack from which inside wire may be connected to Verizon's network.

2.70 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are

examples of Non-Geographic NPAs.

2.71 NXX, NXX Code, Central Office Code or CO Code.

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

2.72 Order.

An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of lines or other Services for a stated period or minimum period of time).

2.73 POI (Point of Interconnection).

The physical location where the one Party's facilities physically interconnect with the other Party's facilities for the purpose of exchanging traffic.

2.74 Port.

A line card (or equivalent) and associated peripheral equipment on an End Office Switch that interconnects individual Loops or individual Customer trunks with the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone number(s) that serves as the Customer's network address. The Port is part of the provision of unbundled local Switching Element.

2.75 Principal Document.

This document, including, but not limited to, the Title Page, the Table of Contents, the Preface, the General Terms and Conditions, the signature page, this Glossary, the Attachments, and the Appendices to the Attachments

2.76 Providing Party.

A Party offering or providing a Service to the other Party under this Agreement.

2.77 Purchasing Party.

A Party requesting or receiving a Service from the other Party under this Agreement.

2.78 Rate Center Area or Exchange Area.

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

2.79 Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

2.80 Rate Demarcation Point.

The physical point in a Verizon provided network facility at which Verizon's responsibility for maintaining that network facility ends and the Customer's responsibility for maintaining the remainder of the facility begins, as set forth in this Agreement, Verizon's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

2.81 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Interconnection Attachment).

2.82 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas. Reciprocal Compensation Traffic does not include: (1) any Internet Traffic (pursuant to the FCC Internet Order); (2) traffic that does not originate and terminate within the same Verizon local calling area as defined by Verizon; (3) Toll Traffic, including, but not limited to calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; or, (7) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment). For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

2.83 Retail Prices.

The prices at which a Service is provided by Verizon at retail to subscribers who are not Telecommunications Carriers.

2.84 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs and the Rate Center Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Telecordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point Of Interconnection." The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.85 SCP (Service Control Point).

The node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a SSP and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

2.86 Selective Router.

The Central Office that provides the tandem switching of 9-1-1 calls. It controls delivery of the voice call with ANI to the PSAP and provides Selective Routing, Speed Calling, Selective Transfer, Fixed Transfer, and certain maintenance functions for each PSAP. Also know as Enhanced 9-1-1 (E9-1-1) Control Office or 9-1-1 Selective Routing Tandem.

2.87 Service.

Any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered for sale by a Party under this Agreement.

2.88 SGAT (Statement of Generally Available Terms)

Shall have the meaning set forth in the Act.

2.89 (SONET) Synchronous Optical Network.

Synchronous electrical (STS) or optical channel (OC) connections between LECs

2.90 Signaling Point (SP).

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

2.91 SSP (Service Switching Point).

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific Customer services.

2.92 SS7 (Signaling System 7).

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

2.93 STP (Signal Transfer Point).

A packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. Verizon's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy. Verizon STPs conform to ANSI T1.111-8 standards. It provides SS7 Network Access and performs SS7 message routing and screening.

2.94 Subsidiary.

A corporation or other legal entity that is controlled by a Party.

2.95 Switched Access Detail Usage Date.

A category 1101XX record as defined in the EMI Bellcore Practice BR-010-200-010.

2.96 Switched Access Summary Usage Date.

A category 1150XX record as defined in the EMI Bellcore Practice BR-010-200-010.

2.97 Switched Exchange Access Service.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

2.98 Tandem Switches,

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

2.99 Tariff.

2.99.1 Any applicable federal or state tariff of a Party, as amended from time-to-time, with the exception of Verizon's Local Network Access Services Tariff, PSC of W No. 5 and General Exchange Tariff, PSC of W No. 1, Resale Products and Services, Section 29, which, as applicable to this Agreement, shall be the versions in existence on the Effective Date.

The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which, has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act nor does it include the standard Verizon model Interconnection Agreement offering as it may be revised from time to time.

2.100 Telcordia Technologies.

Formerly known as Bell Communications Research, a wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.101 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.102 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.103 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.104 Third Party Claim.

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.

2.105 Toll Traffic.

Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic or Ancillary Traffic. Toll Traffic may be either ”IntraLATA Toll Traffic” or “InterLATA Toll Traffic," depending on whether the originating and terminating points are within the same LATA.

2.106 Toxic or Hazardous Substance.

Toxic or Hazardous Substance means any substance designated or defined as toxic or hazardous under any “Environmental Law” or that pose a risk to human health or safety, or the environment, and products and materials containing such substance. “Environmental Laws” means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, Sate or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.107 Traffic Factor 1.

For traffic exchanged via Interconnection trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ([Interstate Traffic Total Minutes of Use {excluding Measured Internet Traffic Total Minutes of Use} / {Interstate Traffic Total Minutes of Use + Intrastate Traffic Total Minutes of Use}] x 100). Until the form of a Party’s bills is updated to use the term “Traffic Factor 1,” the term “Traffic Factor 1” may be referred to on the Party’s bills and in billing related communications as “Percent Interstate Usage” or “PIU.”

2.108 Traffic Factor 2

For traffic exchanged via Interconnection trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the combined total number of minutes of intrastate traffic and Measured Internet Traffic. ([{Reciprocal Compensation

Traffic Total Minutes of Use + Measured Internet Traffic Total Minutes of Use} / {Intrastate Traffic Total Minutes of Use + Measured Internet Traffic Total Minutes of Use}] x 100). Until the form of a Party's bills is updated to use the term "Traffic Factor 2," the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU."

2.109 Trunk Side.

A Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another carrier's network. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

2.110 Universal Digital Loop Carrier (UDLC).

UDLC arrangements consist of the Central Office Terminal and the Remote Terminal located in the outside plant or customer premises. The Central Office and the Remote Terminal units perform analog to digital conversions to allow the feeding facility to be digital. UDLC is deployed where the types of services to be provisioned by the systems cannot be integrated such as non-switched services and unbundled loops.

2.111 Unbundled Network Element (UNE).

A Network Element that Verizon is obligated to provide to CLECs on an unbundled basis pursuant to Applicable Law.

2.112 V and H Coordinates Method.

A method of computing airline miles between two points by utilizing an established formula that is based on the vertical and horizontal coordinates of the two points.

2.113 Voice Grade.

Either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56-64 kbps channel), the terms "DS0" or "sub-DS1" may also be used.

2.114 Wire Center.

A building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the premises for one or more Central Offices.

2.115 xDSL

As defined and offered in this Agreement. The small "x" before the letters DSL signifies reference to DSL as a generic transmission technology, as opposed to a specific DSL "flavor."

ADDITIONAL SERVICES ATTACHMENT

1. Alternate Billed Calls

1.1 The Parties will engage in settlements of intraLATA intrastate alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties.

2. Dialing Parity - Section 251(b)(3)

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

3. Directory Assistance (DA) and Operator Services

3.1 Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (0S), and/or directory assistance listings database. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.

3.2 Tech Com shall arrange, at its own expense, the trunking and other facilities required to transport traffic to and from the designated DA and OS switch locations.

4. Directory Listing and Directory Distribution

At Tech Com's request, to the extent required by Applicable Law, Verizon will provide directory services to Tech Com. Such services will be provided in accordance with the terms set forth herein.

4.1 Listing Information.

As used herein, "Listing Information" means a Tech Com Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information Verizon deems necessary for the publication and delivery of directories.

4.2 Listing Information Supply.

Tech Com shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format required by Verizon or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed), all Listing Information and the service address for each Tech Com Customer whose service address location falls within the geographic area covered by the relevant Verizon directory. Tech Com shall also provide to Verizon on a daily basis, (a) information showing Tech Com Customers who have disconnected or terminated their service with Tech Com; and (b) delivery information for each non-listed or non-published Tech Com Customer to enable Verizon to perform it's directory distribution responsibilities. Verizon shall promptly provide to Tech Com,

(normally within forty-eight (48) hours of receipt by Verizon, excluding non-Business Days), a query on any listing that is not acceptable.

4.3 Listing Inclusion and Distribution.

Verizon shall include each Tech Com Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, and shall provide initial distribution of such directories to such Tech Com Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address, and telephone number. Listings of Tech Com's Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. Tech Com shall pay Verizon's tariffed charges for additional and foreign alphabetical listings and other alphabetical services (e.g. caption arrangements) for Tech Com's Customers.

4.4 Verizon Information.

Upon request by Tech Com, Verizon shall make available to Tech Com the following information to the extent that Verizon provides such information to its own business offices a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. Verizon also will make available to Tech Com, upon written request, a copy of Verizon's alphabetical listings standards and specifications manual.

4.5 Confidentiality of Listing Information.

Verizon shall accord Tech Com Listing Information the same level of confidentiality that Verizon accords its own listing information, and shall use such Listing Information solely for the purpose of providing directory-related services; provided, however, that should Verizon elect to do so, it may use or license Tech Com Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as Tech Com Customers are not separately identified as such; and provided further that Tech Com may identify those of its Customers who request that their names not be sold for direct marketing purposes, and Verizon shall honor such requests to the same extent it does so for its own Customers. Verizon shall not be obligated to compensate Tech Com for Verizon's use or licensing of Tech Com Listing Information.

4.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Tech Com Customer listings. At Tech Com's request, Verizon shall provide Tech Com with a report of all Tech Com Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon shall process any corrections made by Tech Com with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

4.7 Indemnification.

Tech Com shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing

Information, Tech Com warrants to Verizon that Tech Com has the right to provide such Listing Information to Verizon on behalf of its Customers. Tech Com shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. Tech Com agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by Tech Com hereunder.

4.8 Liability.

Verizon's liability to Tech Com in the event of a Verizon error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by Tech Com for such listing or the amount by which Verizon would be liable to its own customer for such error or omission. Tech Com agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to Tech Com's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers.

4.9 Service Information Pages.

Verizon shall include all Tech Com NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. Tech Com's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when Tech Com is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at Tech Com's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, Tech Com's critical contact information for Tech Com's installation, repair and Customer service, as provided by Tech Com, and such other essential local service oriented information as is agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. Tech Com shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

4.10 Directory Publication.

Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.

4.11 Other Directory Services.

Tech Com acknowledges that if Tech Com desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company. Additionally, the Parties acknowledge that Tech Com has indicated plans to begin publishing a directory during this Agreement's Initial Term to cover some or all of the Customers it intends to serve in connection with this Agreement. If and when

Tech Com begins publishing such a directory, the Parties acknowledge that Tech Com may contract directly with Verizon's directory publishing company, under a separate agreement, to purchase directory services for such directory in accordance with Applicable Law.

5. Information Services Traffic

5.1 For purposes of this Section 5, Voice Information Services and Voice Information Services Traffic refer to switched voice traffic, delivered to information service providers who offer recorded voice announcement information or open vocal discussion programs to the general public. Voice Information Services Traffic does not include any form of Internet Traffic. Voice Information Services Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information services Traffic is not subject to Reciprocal Compensation charges under Section 7 of the Interconnection Attachment.

5.2 If a Tech Com Customer is served by resold Verizon Telecommunications Service or a Verizon Local Switching UNE, subject to any call blocking feature used by Tech Com, to the extent reasonably feasible, Verizon will route Voice Information Services Traffic originating from such Service or UNE to the Voice Information Service platform. For such Voice Information Services Traffic, unless Tech Com has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from Tech Com's Customers, Tech Com shall pay to Verizon without discount the Voice Information Services provider charges. Tech Com shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.

5.3 Tech Com shall have the option to route Voice Information Services Traffic that originates on its own network to the appropriate Voice Information Services platform(s) connected to Verizon's network. In the event Tech Com exercises such option, Tech Com will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized to allow Tech Com to route Voice Information Services Traffic originated on its network to Verizon. For such Voice Information Services Traffic, unless Tech Com has entered into an arrangement with Verizon to bill and collect Voice Information Services provider charges from Tech Com's Customers, Tech Com shall pay to Verizon without discount the Voice Information Services provider charges. Tech Com shall pay Verizon such charges in full regardless of whether or not it collects such charges from its own Customers.

5.4 For variable rated Voice Information Services Traffic (e.g., NXX 550, 540, 976, 970, 940, as applicable) from Tech Com Customers served by resold Verizon Telecommunications Services or a Verizon Local Switching Network Element, Tech Com shall either (a) pay to Verizon without discount the Voice Information Services provider charges, or (b) enter into an arrangement with Verizon to bill and collect Voice Information Services provider charges from Tech Com's Customers.

5.5 Either Party may request the other Party provide the requesting Party with non discriminatory access to the other party's information services platform, where such platform exists. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.

6. Intercept and Referral Announcements

6.1 When a Customer changes its service provider from Verizon to Tech Com, or from Tech Com to Verizon, and does not retain its original telephone number, then, upon request, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.

6.2 Referral Announcements shall be provided, for business and residential Customers for the same time period(s) offered to the same class of Customers in the Party formerly providing service's end user Tariff. If Tech Com has not tariffed such a service, it shall offer a Referral Announcement to Verizon for the same time period(s) specified in Verizon's end user Tariffs or, if no time period is specified in Verizon's end user Tariffs, both Parties shall provide a Referral Announcement in the case of business Customers for not less than one hundred and twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number.

6.3 Subject to the terms of the Pricing Attachment this Referral Announcement will be provided by each Party at the charge, if any, set forth in its end user Tariff, provided that if Tech Com has not tariffed the service, it shall provide a Referral Announcement at the same charge for a given class of Customers that is specified in Verizon's end user Tariff. Nothing in this Section 6 shall prevent the Party formerly providing service from billing its former Customer its standard Tariff charge, if the Customer orders the service directly from the Party formerly providing service.

7. Originating Line Number Screening (OLNS)

Upon request, Verizon will update its database used to provide originating line number screening (the database of information which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

8. Operations Support Systems (OSS)

8.1 Definitions.

8.1.1 Verizon Operations Support Systems: Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

8.1.2 Verizon OSS Services: Access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of Tech Com Usage Information to Tech Com pursuant to Section 8.3 below; and, (b) "Verizon OSS Information", as defined in Section 8.1.4 below.

8.1.3 Verizon OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to Tech Com. (*E.g.,* the current "WISE" system in use in Verizon's former GTE territories).

8.1.4 Verizon OSS Information: Any information accessed by, or disclosed or provided to, Tech Com through or as a part of Verizon OSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a Tech Com Customer accessed by, or disclosed or provided to, Tech Com through or as a part of Verizon OSS Services; and, (b) any Tech Com Usage Information (as defined in Section 8.1.6 below) accessed by, or disclosed or provided to, Tech Com.

8.1.5 Verizon Retail Telecommunications Service: Any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.

8.1.6 Tech Com Usage Information: For a Verizon Retail Telecommunications Service purchased by Tech Com pursuant to the Resale Attachment, the usage information that Verizon would record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer. For a Verizon Local Switching Network Element purchased by Tech Com pursuant to the Unbundled Network Elements (UNEs) Attachment, the usage information that Verizon would record if Verizon was using such Local Switching Network Element to furnish a Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.

8.1.7 Customer Information: CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

8.2 Provisioning of Verizon OSS Services.

8.2.1 Upon request by Tech Com, Verizon shall provide to Tech Com, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.

8.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of Tech Com.

8.2.3 To the extent required by Applicable Law, in providing Verizon OSS Services to Tech Com, Verizon will comply with Verizon's applicable OSS Change Management Guidelines, as such Guidelines are modified from time-to-time, including, but not limited to, the provisions of the Guidelines related to furnishing notice of changes in Verizon

OSS Services. Verizon's OSS Change Management Guidelines will be set out on a Verizon website.

8.3 Provisioning of Tech Com Usage Information.

8.3.1 Upon request by Tech Com, Verizon shall provide to Tech Com, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Tech Com Usage Information.

8.3.2 Tech Com Usage Information will be available to Tech Com through the following:

8.3.2.1 Daily Usage File on Data Tape.

8.3.2.2 Daily Usage File through Network Data Mover (NDM).

8.3.3 Tech Com Usage Information will be provided in an Alliance for Telecommunications Industry Solutions EMI format.

8.3.4 Daily Usage File Data Tapes provided pursuant to Section 8.3.2.1 above will be issued each day, Monday through Friday, except holidays observed by Verizon.

8.3.5 Except as stated in this Section 8.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Tech Com Usage Information will be provided to Tech Com shall be determined by Verizon.

8.4 Access to and Use of Verizon OSS Facilities.

8.4.1 Verizon OSS Facilities may be accessed and used by Tech Com only to the extent necessary for Tech Com's access to and use of Verizon OSS Services pursuant to this Agreement.

8.4.2 Verizon OSS Facilities may be accessed and used by Tech Com only to provide Telecommunications Services to Tech Com Customers.

8.4.3 Tech Com shall restrict access to and use of Verizon OSS Facilities to Tech Com. This Section 8 does not grant to Tech Com any right or license to grant sublicenses to other persons, or permission to other persons (except Tech Com's employees, agents and contractors, in accordance with Section 8.4.7 below), to access or use Verizon OSS Facilities.

8.4.4 Tech Com shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for Tech Com's use under this Section 8.

8.4.5 Tech Com shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

8.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by Tech Com only in connection with Tech Com's use of Verizon OSS Facilities permitted by this Section 8; (c) shall be treated by Tech Com as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by Tech Com to Verizon upon the earlier of request by Verizon or the expiration or termination of this Agreement.

8.4.7 Tech Com's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Tech Com's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by Tech Com's employees, agents, or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the General Terms and Conditions and Section 8.5.2.3 of this Attachment.

8.5 Verizon OSS Information.

8.5.1 Subject to the provisions of this Section 8 and Applicable Law, Verizon grants to Tech Com a non-exclusive license to use Verizon OSS Information.

8.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Section 8, Tech Com shall acquire no rights in or to any Verizon OSS Information.

8.5.2.1 The provisions of this Section 8.5.2 shall apply to all Verizon OSS Information, except (a) Tech Com Usage Information, (b) CPNI of Tech Com, and (c) CPNI of a Verizon Customer or a Tech Com Customer, to the extent the Customer has authorized Tech Com to use the CPNI.

8.5.2.2 Verizon OSS Information may be accessed and used by Tech Com only to provide Telecommunications Services to Tech Com Customers.

8.5.2.3 Tech Com shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 10 of the General Terms and Conditions.

8.5.2.4 Except as expressly stated in this Section 8, this Agreement does not grant to Tech Com any right or license to grant sublicenses to other persons, or permission to other persons (except Tech Com's employees, agents or contractors, in accordance with Section 8.5.2.5 below, to access, use or disclose Verizon OSS Information.

8.5.2.5 Tech Com's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Tech Com's access to, and use and disclosure of, Verizon OSS Information permitted by

this Section 8. Any access to, or use or disclosure of, Verizon OSS Information by Tech Com's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 10 of the Agreement and Section 8.5.2.3 above.

8.5.2.6 Tech Com's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by Tech Com to provide Telecommunications Services to Tech Com Customers; (b) termination of the license in accordance with this Section 8; or (c) expiration or termination of the Agreement.

8.5.2.7 All Verizon OSS Information received by Tech Com shall be destroyed or returned by Tech Com to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.

8.5.3 Unless sooner terminated or suspended in accordance with the Agreement or this Section 8 (including, but not limited to, Section 2.2 of the Agreement and Section 8.6.1 below), Tech Com's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.

8.5.4 Audits

8.5.4.1 Verizon shall have the right (but not the obligation) to audit Tech Com to ascertain whether Tech Com is complying with the requirements of Applicable Law and this Agreement with regard to Tech Com's access to, and use and disclosure of, Verizon OSS Information.

8.5.4.2 Without in any way limiting any other rights Verizon may have under the Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor Tech Com's access to and use of Verizon OSS Information which is made available by Verizon to Tech Com pursuant to this Agreement, to ascertain whether Tech Com is complying with the requirements of Applicable Law and this Agreement, with regard to Tech Com's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Tech Com's access to and use of Verizon OSS Information which is made available by Verizon to Tech Com through Verizon OSS Facilities.

8.5.4.3 Information obtained by Verizon pursuant to this Section 8.5.4 shall be treated by Verizon as Confidential Information of Tech Com pursuant to Section 10 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section 8.5.4 of this Attachment to enforce Verizon's rights under the Agreement or Applicable Law.

8.5.5 Tech Com acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time.

8.6 Liabilities and Remedies.

8.6.1 Any breach by Tech Com, or Tech Com's employees, agents or contractors, of the provisions of Sections 8.4 or 8.5 above shall be deemed a material breach of this Agreement. In addition, if Tech Com or an employee, agent or contractor of Tech Com at any time breaches a provision of Sections 8.4 or 8.5 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to Tech Com, to suspend the license to use Verizon OSS Information granted by Section 8.5.1 above and/or the provision of Verizon OSS Services, in whole or in part.

8.6.2 Tech Com agrees that Verizon would be irreparably injured by a breach of Sections 8.4 or 8.5 above by Tech Com or the employees, agents or contractors of Tech Com, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

8.7 Relation to Applicable Law.

The provisions of Sections 8.4, 8.5 and 8.6 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

8.8 Cooperation.

Tech Com, at Tech Com's expense, shall reasonably cooperate with Verizon in using Verizon OSS Services. Such cooperation shall include, but not be limited to, the following:

8.8.1 Upon request by Verizon, Tech Com shall by no later than the fifteenth (15th) day of each calendar month submit to Verizon reasonable, good faith estimates (by central office or other Verizon office or geographic area designated by Verizon) of the volume of each Verizon Service for which Tech Com anticipates submitting orders in each week of the next calendar month.

8.8.2 Tech Com shall reasonably cooperate with Verizon in submitting orders for Verizon Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.

8.8.3 Tech Com shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and

correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

8.9 Verizon Access to Information Related to Tech Com Customers.

8.9.1 Verizon shall have the right to access, use and disclose information related to Tech Com Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the Tech Com Customer in the manner required by Applicable Law.

8.9.2 Upon request by Verizon, Tech Com shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain information contained in Tech Com's operations support systems (which may include, systems for pre-ordering, ordering, provisioning, maintenance repair, and billing) related to Tech Com Customers (as authorized by the applicable Tech Com Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

8.10 Verizon Pre-OSS Services.

8.10.1 As used in this Section 8, "Verizon Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a Verizon OSS Service and which Verizon offers to provide to Tech Com prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to Tech Com. The term "Verizon Pre-OSS Service" includes, but is not limited to, the activity of placing orders for Verizon Services through a telephone facsimile communication.

8.10.2 Subject to the requirements of Applicable Law, the Verizon Pre-OSS Services that will be offered by Verizon shall be as determined by Verizon and Verizon shall have the right to change Verizon Pre-OSS Services, from time-to-time, without the consent of Tech Com.

8.10.3 Subject to the requirements of Applicable Law, the prices for Verizon Pre-OSS Services shall be as determined by Verizon and shall be subject to change by Verizon from time-to-time.

8.10.4 The provisions of Sections 8.4 through 8.8 above shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 8.10: (a) references in Sections 8.4 through 8.8 above to Verizon OSS Services shall be deemed to include Verizon Pre-OSS Services; and, (b) references in Sections 8.4 through 8.8 above to Verizon OSS Information shall be deemed to include information made available to Tech Com through Verizon Pre-OSS Services.

8.11 Cancellations.

8.11.1 Verizon may cancel partial orders or orders in error awaiting Tech Com revision which have had no activity within thirty-one (31) consecutive calendar days after the original service order creation date. Cancellation of an abandoned Tech Com local service request is without charge.

8.11.2 Verizon may cancel a service order sent to provisioning and awaiting a supplemental order from Tech Com after thirty-one (31) consecutive calendar days from the original due date. Service order charges may apply.

9. [This section intentionally left blank].

10. Telephone Numbers

10.1 This Section applies in connection with Tech Com Customers served by Telecommunications Services provided by Verizon to Tech Com for resale or a Local Switching Network Element provided by Verizon to Tech Com.

10.2 Tech Com's use of telephone numbers shall be subject to Applicable Law the rules of the North American Numbering Council and the North American Numbering Plan Administrator, the applicable provisions of this Agreement (including, but not limited to, this Section 10), and Verizon's practices and procedures for use and assignment of telephone numbers, as amended from time-to-time.

10.3 Subject to Sections 10.2 and 10.4, if a Customer of either Verizon or Tech Com who is served by a Verizon Telecommunications Service ("VTS") or a Verizon Local Switching Network Element ("VLSNE") changes the LEC that serves the Customer using such VTS or VLSNE (including a change from Verizon to Tech Com, from Tech Com to Verizon, or from Tech Com to a LEC other than Verizon), after such change, the Customer may continue to use with such VTS or VLSNE the telephone numbers that were assigned to the VTS or VLSNE for the use of such Customer by Verizon immediately prior to the change.

10.4 Verizon shall have the right to change the telephone numbers used by a Customer if at any time: (a) the Customer requests service at a new location, that is not served by the Verizon switch and the Verizon rate center from which the Customer previously had service; (b) continued use of the telephone numbers is not technically feasible; or, (c) in the case of Telecommunications Service provided by Verizon to Tech Com for resale, the type or class of service subscribed to by the Customer changes.

10.5 If service on a VTS or VLSNE provided by Verizon to Tech Com under this Agreement is terminated and the telephone numbers associated with such VTS or VLSNE have not been ported to a Tech Com switch, the telephone numbers shall be available for reassignment by Verizon to any person to whom Verizon elects to assign the telephone numbers, including, but not limited to, Verizon, Verizon Customers, Tech Com, or Telecommunications Carriers other than Verizon and Tech Com.

10.6 Tech Com may reserve telephone numbers only to the extent Verizon's Customers may reserve telephone numbers.

11. Routing for Operator Services and Directory Assistance Traffic

For a Verizon Telecommunications Service dial tone line purchased by Tech Com for resale pursuant to the Resale Attachment, upon request by Tech Com, Verizon will establish an arrangement that will permit Tech Com to route the Tech Com Customer's calls for operator and directory assistance services to a provider of operator and directory assistance services selected by Tech Com. Verizon will provide this routing arrangement in accordance with, but only to the extent required by, Applicable Law. Verizon will

provide this routing arrangement pursuant to an appropriate written request submitted by Tech Com and a mutually agreed-upon schedule. This routing arrangement will be implemented at Tech Com's expense, with charges determined on an individual case basis. In addition to charges for initially establishing the routing arrangement, Tech Com will be responsible for ongoing monthly and/or usage charges for the routing arrangement. Tech Com shall arrange, at its own expense, the trunking and other facilities required to transport traffic to Tech Com’s selected provider of operator and directory assistance services.

INTERCONNECTION ATTACHMENT

1. General

Each Party ("Providing Party") shall provide to the other Party, in accordance with this Agreement, the Providing Party's applicable Tariffs, and Applicable Law, interconnection with the Providing Party's network for the transmission and routing of Telephone Exchange Service and Exchange Access.

2. Points of Interconnection (POI) and Trunk Types

2.1 Points of Interconnection ("POI").

2.1.1 In accordance with, but only to the extent required by Applicable Law, the Parties shall provide interconnection of their networks at any technically feasible point as specified in this Agreement.

2.1.2 Unless otherwise agreed to by the Parties in writing in connection with a mutually agreeable alternative interconnection arrangement as may be entered into in connection with Section 3 of this Attachment, each Party ("Originating Party"), at its own expense, shall provide for delivery to the relevant IP of the other Party ("Receiving Party") Reciprocal Compensation Traffic and Measured Internet Traffic that the Originating Party wishes to deliver to the Receiving Party.

2.1.3 Tech Com may specify any of the following methods for interconnection with Verizon:

2.1.3.1 a Collocation node Tech Com has established at the Verizon-IP pursuant to the Collocation Attachment; and/or

2.1.3.2 a Collocation node that has been established separately at the Verizon-IP by a third party with whom Tech Com has contracted for such purposes; and/or

2.1.3.3 an Entrance Facility and transport leased from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, from the Tech Com network to the Verizon-IP.

2.1.4 Verizon may specify any of the following methods for interconnection with Tech Com:

2.1.4.1 interconnection at a Collocation node that Tech Com has established at the Verizon-IP pursuant to the Collocation Attachment; and/or

2.1.4.2 interconnection at a Collocation node that has been established separately at the Verizon-IP by a third party and that is used by Tech Com; and/or

2.1.4.3 [Intentionally Left Blank]

2.1.4.4 If Tech Com permits a third party to separately establish a Collocation node at the Tech Com-IP, then Verizon may separately contract with that third party to act as its

transport vendor and to provide interconnection with Tech Com at the Tech Com-IP; and/or

2.1.4.5 an Entrance Facility and transport leased from Tech Com (and any necessary multiplexing), to the Tech Com-IP.

2.2 Trunk Types.

2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties' will use, as appropriate, the following separate and distinct trunk groups:

2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers , Tandem Transit Traffic, and, Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment;

2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Tech Com Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem in accordance with Sections 8 through 10 of this Attachment; and

2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.

2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks).

2.2.3 Except as otherwise provided in this Agreement, the Parties will mutually agree upon where One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions) will be deployed.

2.2.4 In the event the traffic volume between a Verizon End Office and the Tech Com POI, which is carried by a Final Tandem Interconnection Trunk group (i.e., a trunk group that handles overflow traffic and does not over flow to an alternate route), exceeds the CCS busy hour equivalent of one (1) DS-1 at any time and/or 200,000 combined minutes of use for a single month: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new End Office One-Way Interconnection Trunk groups between the Verizon End Office and the POI; or, (b) if Two-Way Interconnection Trunks are used, then Tech Com shall promptly submit an ASR to

Verizon to establish new End Office Two-Way Interconnection Trunk groups between that Verizon End Office and the POI**.**

2.2.5 Except as otherwise agreed in writing by the Parties, the total number of Tandem Interconnection Trunks between Tech Com's network and a Verizon Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between Tech Com's network and a Verizon Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, Tech Com shall promptly submit an ASR to Verizon to establish new or additional End Office Trunks to insure that the volume of traffic between Tech Com's network and the Verizon Tandem does not exceed the capacity of the 240 trunks.

2.3 One Way Interconnection Trunks.

2.3.1 Tech Com shall provide its own facilities or purchase transport for the delivery of traffic to any Collocation arrangement it establishes at a Verizon-IP pursuant to the Collocation Attachment.

2.3.2 Tech Com may order from Verizon any of the interconnection methods specified above in accordance with the rates and charges, order intervals, and other terms and conditions in this Agreement, in any applicable Tariff(s), or as may be otherwise agreed to between the Parties.

2.3.3 Verizon shall provide its own facilities or purchase necessary transport for the delivery of traffic to any Tech Com-provided Entrance Facility to the Tech Com-IP.

2.3.4 [Intentionally Left Blank]

2.3.5 The publication "Telcordia Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination" describes the specification and interfaces generally utilized by Verizon and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.

2.3.6 If a Party elects to provision its own One Way trunks, that Party will be responsible for the expense of providing such trunks for the delivery of Reciprocal Compensation Traffic and IntraLATA toll traffic to the other Party's IP.

2.4 Two-Way Interconnection Trunks.

Unless otherwise agreed to by the Parties in writing in connection with a mutually agreeable alternative interconnection arrangement as may be entered into in connection with Section 3 of this Attachment:

2.4.1 Where the Parties have agreed to use Two-Way Interconnection Trunks, prior to ordering any Two-Way Interconnection Trunks from Verizon, Tech Com shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office and Tandem

Interconnection Trunks and the interface specifications at the Point of Interconnection (POI).

2.4.2 Two-Way Interconnection Trunks shall be from a Verizon End Office or Tandem to a mutually agreed upon POI. Where the Tech Com is collocated in a Verizon Wire Center, the POI shall be at the Verizon Wire Center.

2.4.3 On a semi-annual basis, Tech Com shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Interconnection Trunks that Tech Com anticipates that Verizon will need to provide during the ensuing two (2) year period. Tech Com's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.

2.4.4 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.

2.4.5 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

2.4.6 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic CCS equal to five (5).

2.4.7 Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. Verizon and Tech Com shall engineer Two-Way Interconnection Trunks using national standards.

2.4.8 Tech Com shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. Tech Com shall order Two-Way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. Tech Com shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.

2.4.9 Verizon may monitor Two-Way Interconnection Groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any final Two-Way Interconnection Trunk group and Tech Com has not notified Verizon that it has corrected such blocking, Verizon may submit to Tech Com a Trunk Group Service Request directing Tech Com to remedy the blocking. Upon receipt of a Trunk Group Service Request, Tech Com will complete an ASR to augment the Two-Way

Interconnection Group with excessive blocking and submit the ASR to Verizon within five (5) business days.

2.4.10 [Intentionally Left Blank]

2.4.11 [Intentionally Left Blank]

2.4.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. Tech Com will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Tech Com will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event Tech Com fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this section, Verizon may bill Tech Com for the excess Interconnection Trunks at the applicable rates provided for in the Pricing Attachment.

2.4.13 The performance standard on Two-Way Interconnection Trunks shall be that no such Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

2.4.14 Because Verizon will not be in control of the timing and sizing of the Two-Way Interconnection Trunks between its network and Tech Com's network, Verizon's performance as it relates to design blocking objectives on these Two-Way Interconnection Trunk groups (i.e., Verizon's performance excepting applicable maintenance intervals and missed installation appointments) shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

2.4.15 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Interconnection Trunk group and install One-Way Interconnection Trunks to the applicable POI.

2.4.16 Notwithstanding any other provision of this Agreement, Two-Way Interconnection Trunks shall only carry Reciprocal Compensation Traffic, IntraLATA Toll Traffic and Measured Internet Traffic**.**

2.4.17 Tech Com will route its traffic to Verizon over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP192, including but not limited to those standards requiring that a call from Tech Com to a Verizon End Office will first be routed to the End Office Interconnection Trunk group between Tech Com and the Verizon End Office.

2.4.18 When the Parties implement Two-Way Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, based on the total number of minutes of Traffic that each Party originates over the Two-Way Interconnection Trunks. Tech Com will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Interconnection Trunks ride equal to Tech Com's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of a facility that is on Tech Com's side of Tech Com's-IP, which charges shall be solely the financial responsibility of Tech Com. Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the Tech Com-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on Tech Com's side of the Tech Com-IP, Tech Com shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 2.4.18, if Tech Com fails to provide IPs at Verizon's Tandem or End Office(s) in accordance with this Agreement, Tech Com will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Interconnection Trunk groups until Tech Com establishes such IPs.

3. Alternative Interconnection Arrangements

3.1 End Point Fiber Meet

3.1.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish an End Point Fiber Meet arrangement, which may include a SONET backbone with an optical interface at the OC-n level in accordance with the terms of this Section. The Fiber Distribution Frame at the Tech Com location shall be designated as the POI for both Parties.

3.1.2 The establishment of any End Point Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation, procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the End Point Fiber Meet arrangement.

3.1.3 Except as otherwise agreed by the Parties, End Point Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic, Measured Internet Traffic, and IntraLATA Toll Traffic.

3.2 Mid-Span Fiber Meet.

3.2.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement in accordance with the terms of this Section 3.2, which may include a SONET backbone with an optical interface at the OC-n level. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to bear all expenses associated with the purchase of equipment, materials, or

services necessary to facilitate and maintain such arrangement on its side of the POI.

3.2.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augmentation, and compensation procedures and arrangements, reasonable distance limitations, the types of traffic carried via such Mid-Span Fiber Meet arrangement and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement.

3.2.3 Except as otherwise agreed by the Parties, Mid Span Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic, Measured Internet Traffic, and IntraLATA Toll Traffic.

4. Initiating Interconnection

4.1 If Tech Com determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, Tech Com shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.2 The notice provided in Section 4.1 shall include (a) the initial Routing Point(s); (b) the applicable Tech Com-IPs to be established in the relevant LATA in accordance with this Agreement; (c) Tech Com's intended Interconnection activation date; and (d) a forecast of Tech Com's trunking requirements conforming to Section 13.3; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.

4.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) business days of Verizon's receipt of Tech Com's notice provided for in Section 4.1, Verizon and Tech Com shall confirm the Verizon-IP(s), the Tech Com-IP(s) and the mutually agreed upon Interconnection activation date for the new LATA.

5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

Section 5 prescribes parameters for Interconnection Trunks used for Interconnection pursuant to Sections 2 through 4 of this Attachment.

5.2 Trunk Group Connections and Ordering.

5.2.1 Both Parties shall use either a DS-1 or DS-3 interface at the POI. Upon mutual agreement, the Parties may use other types of interfaces, such as STS-1, at the POI, when and where available. When Interconnection Trunks are provisioned using a DS-3 interface facility, Tech Com shall order the multiplexed DS-3 facilities to the Verizon Central Office that is designated in the NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by Verizon. The specific NECA 4 Intermediate Hub location to be used

for Two-Way Interconnection Trunks shall be in the appropriate Tandem subtending area based on the LERG. In the event the appropriate DS-3 Intermediate Hub is not used, then Tech Com shall pay 100% of the facility charges for the Two-Way Interconnection Trunks.

5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.

5.2.3 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

5.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment.

5.2.5 Switching System Hierarchy and Trunking Requirements. For purposes of routing Tech Com traffic to Verizon, the subtending arrangements between Verizon Tandem Switches and Verizon End Office Switches shall be the same as the Tandem/End Office subtending arrangements Verizon maintains for the routing of its own or other carriers' traffic. For purposes of routing Verizon traffic to Tech Com, the subtending arrangements between Tech Com Tandem Switches and Tech Com End Office Switches shall be the same as the Tandem/End Office subtending arrangements, which Tech Com maintains for the routing of its own or other carriers' traffic.

5.2.6 Signaling. Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in the Unbundled Network Element Attachment or applicable access tariff.

5.2.7 Grades of Service. The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 13.1.

6. Traffic Measurement and Billing over Interconnection Trunks

6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.

6.1.1 As used in this Section 6, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Order.

6.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN

is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.

6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.

6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2 for use in classifying traffic by Traffic Rate type for billing purposes. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties' equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determinations as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Section 7.3.2 below.

6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls, which that Party rates as "local" in its Customer Tariffs.

7. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act

7.1 Reciprocal Compensation Traffic Interconnection Points.

7.1.1 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Tech Com will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("Tech Com-IPs") shall be as follows:

7.1.1.1 For each LATA in which Tech Com requests to interconnect with Verizon, except as otherwise agreed by the Parties, Tech Com shall establish a Tech Com IP in each Verizon Local Calling Area (as defined below) where Tech Com chooses to assign telephone numbers to its Customers. Tech Com shall establish such Tech Com-IP consistent with the methods of interconnection and interconnection trunking architectures that it will use pursuant to Section 2 or Section 3 of this Attachment. For purposes of this Section 7.1.1.1, Verizon Local Calling Areas shall be as defined in Verizon's effective Customer tariffs and include a non-optional Extended Local Calling Scope Arrangement, but do not include an optional Extended Local Calling Scope Arrangement. If Tech Com fails to establish IPs in accordance with the preceding sentences of this Section 7.1.1.1, (a) Verizon may pursue available dispute resolution mechanisms; and, (b) Tech Com shall bill and Verizon shall pay the lesser of the negotiated intercarrier compensation rate or the End Office Reciprocal Compensation rate for the relevant traffic less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from Tech Com or a third party), from the originating Verizon End Office to the receiving Tech Com-IP.

7.1.1.2 At any time that Tech Com establishes a Collocation site at a Verizon End Office Wire Center in a LATA in which Tech Com is interconnected or requesting interconnection with Verizon, either Party may request in writing that such Tech Com Collocation site be established as the Tech Com-IP for traffic originated by Verizon Customers served by that End Office. Upon such request, the Parties shall negotiate in good faith mutually acceptable arrangements for the transition to such Tech Com-IP. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) Tech Com shall bill and Verizon shall pay the lesser of the negotiated intercarrier compensation rate or the End Office Reciprocal Compensation rate for the relevant traffic less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from Tech Com or a third party), from the originating Verizon End Office to the receiving Tech Com-IP.

7.1.1.3 In any LATA where the Parties are already interconnected prior to the effective date of this Agreement, Tech Com may maintain existing Tech Com-IPs, except that Verizon may request in writing to transition such Tech Com-IPs to the Tech Com-IPs described in subsections 7.1.1.1 and 7.1.1.2, above. Upon such request, the Parties shall negotiate mutually satisfactory arrangements for the transition to Tech Com-IPs that conform to subsections 7.1.1.1 and 7.1.1.2 above. If the Parties have not reached agreement on such

arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) Tech Com shall bill and Verizon shall pay only the lesser of the negotiated intercarrier compensation rate or the End Office reciprocal compensation rate for relevant traffic, less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from Tech Com or a third party), from Verizon's originating End Office to the Tech Com IP.

7.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("Verizon-IPs") shall be as follows:

7.1.2.1 For Reciprocal Compensation Traffic delivered by Tech Com to the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Tandem switch.

7.1.2.2 For Reciprocal Compensation Traffic delivered by Tech Com to the Verizon terminating End Office serving the Verizon Customer, the Verizon-IP will be Verizon End Office switch.

7.1.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such Tech Com-IP is not located at a Collocation site at a Verizon Tandem Wire Center or Verizon End Office Wire Center, then Tech Com shall permit Verizon to establish Interconnection through any of the available methods specified in Section 2.1.4 of this Attachment**.**

7.1.4 Each Party is responsible for delivering its Reciprocal Compensation Traffic that is to be terminated by the other Party to the other Party's relevant IP.

7.2 Reciprocal Compensation.

The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates stated in the Pricing Attachment. These rates are to be applied at the Tech Com-IP for traffic delivered by Verizon for termination by Tech Com, and at the Verizon-IP for traffic delivered by Tech Com for termination by Verizon. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer of Reciprocal Compensation Traffic delivered to the Verizon-IP by Tech Com or the Tech Com-IP by Verizon. When such Reciprocal Compensation Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

7.3 Traffic Not Subject to Reciprocal Compensation.

7.3.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access.

7.3.2 Pursuant to the FCC Internet Order, Reciprocal Compensation shall not apply to Internet Traffic.

7.3.2.1 The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

7.3.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.

7.3.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.

7.3.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

7.3.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.

7.3.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).

7.4 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use rates) billed by Tech Com to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use rates) billed by Verizon to Tech Com.

8. Other Types of Traffic

8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.

8.2 Subject to Section 8.1 above, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information

Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.

8.3 For any traffic originating with a third party carrier and delivered by Tech Com to Verizon, Tech Com shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by Tech Com.

8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

8.5 Interconnection Points.

8.5.1 The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.

8.5.2 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.

8.5.3 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.

9. Transmission and Routing of Exchange Access Traffic

9.1 Scope of Traffic.

Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 1 through 5 of this Attachment for the transmission and routing of traffic between Tech Com Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where Tech Com elects to have its End Office Switch subtend a Verizon Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

9.2 Access Toll Connecting Trunk Group Architecture.

9.2.1 If Tech Com chooses to subtend a Verizon access Tandem, Tech Com's NPA/NXX must be assigned by Tech Com to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center subtends as identified in the LERG.

9.2.2 Tech Com shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Tech Com's Customers.

9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office Tech Com utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the Tandem Verizon utilizes to provide Exchange Access in such LATA.

9.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Tech Com's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a Verizon access tandem.

10. Meet-Point Billing Arrangements

10.1 Tech Com and Verizon will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Verizon access Tandem Switch in accordance with the Meet Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's applicable Tariffs. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Verizon.

10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable Tech Com Routing Point/Verizon Serving Wire Center combinations.

10.3 Interconnection for the MPB arrangement shall occur at the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.

10.4 Tech Com and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

10.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are:

10.5.1 "Single Bill/Single Tariff" in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the services from the same Tariff.

10.5.2 "Multiple Bill/Single Tariff" in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the service from the same Tariff.

10.5.3 "Multiple Bill/Multiple Tariff" in which each involved Local Exchange Carrier presents a separate bill to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the service from its own Tariff.

10.5.4 "Single Bill/Multiple Tariff" in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the service from its own Tariff.

Each Party shall implement the “Multiple Bill/Single Tariff” or “Multiple Bill/Multiple Tariff” option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by that Party.

10.6 The rate elements to be billed by each Party shall be as set forth in that Party’s applicable Tariffs. The actual rate values for each Party's affected Switched Exchange Access Service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated in accordance with the formula set forth in Section 10.15.

10.7 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (“CIC”) of the IXC, and identification of the Verizon Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.

10.8 Verizon shall provide Tech Com with the Switched Access Detail Usage Data (EMI category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

10.9 Tech Com shall provide Verizon with the Switched Access Summary Usage Data (EMI category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

10.10 All usage data to be provided pursuant to Sections 10.8 and 10.9 shall be sent to the following addresses:

To Tech Com:

General Manager
Tech Com, Inc.
1027 North Jefferson Street
Richland Center, WI 53581

For Verizon:

Verizon Data Services
ATTN: MPB
1 East Telecom Parkway
Dock K
Temple Terrace, FL 33637

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to Section 29 of the General Terms and Conditions

10.11 Tech Com and Verizon shall coordinate and exchange the billing account reference (“BAR”) and billing account cross reference (“BACR”) numbers or Operating Company Number (“OCN”), as appropriate, for the MPB arrangements described in this Section 9. Each Party shall notify the other if the level of billing

or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

10.12 Each Party agrees to provide the other Party with notification of any errors it discovers in MPB data within 30 calendar days of the receipt of the original data. The other party shall attempt to correct the error and resubmit the data within (ten) 10 business-days of the notification. In the event the errors cannot be corrected within such (ten) 10 business-day period, the erroneous data will be considered lost. In the event of a loss of data, whether due to uncorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

10.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to Section 7 of the General Terms and Conditions and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

10.14 Except as expressly set forth in this Agreement, nothing contained in this Section 9 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party. MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be designated for such traffic in the future.

10.15 In the event Tech Com determines to offer Telephone Exchange Services in another LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable Tech Com to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where the Tech Com Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed. Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:

a / (a + b) = Tech Com Billing Percentage

and

b / (a + b) = Verizon Billing Percentage

where:

a = the airline mileage between Tech Com Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.

10.16 Tech Com shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages, which should apply for such arrangement. Within ten (10) business days of Tech Com's delivery of notice to Verizon, Verizon and Tech Com shall confirm the Routing Point/Verizon Serving Wire Center combination and billing percentages.

11. Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877) (“800”) calls to the other Party. For the purposes of this Section 11, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, all Tech Com originating "untranslated" 8YY traffic will be routed over a separate one-way trunk group.

11.1 When Tech Com delivers translated 8YY calls to Verizon for completion,

11.1.1 to an IXC, Tech Com shall:

11.1.1.1 provide an appropriate EMI record to Verizon for processing and Meet Point Billing in accordance with Section 10 of this Attachment; and

11.1.1.2 bill the IXC the Tech Com query charge associated with the call.

11.1.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Tech Com shall:

11.1.2.1 provide an appropriate EMI record to the toll free service access code service provider; and

11.1.2.2 bill to the toll free service access code service provider the Tech Com's Tariffed Feature Group D ("FGD") Switched Exchange Access or Reciprocal Compensation rates, as applicable, and the Tech Com query charge; and

11.1.2.3 Verizon shall bill applicable Tandem Transit Service charges plus any additional charges or costs as referenced in Section 12.5 of this Attachment.

11.2 When Verizon performs the query and delivers translated 8YY calls, originated by Verizon's or another LEC's Customer,

11.2.1 to Tech Com in it's capacity as a toll free service access code service provider, Verizon shall:

11.2.1.1 bill Tech Com the Verizon query charge associated with the call as specified in the Pricing Attachment; and

11.2.1.2 provide an appropriate EMI record to Tech Com; and

11.2.1.3 bill Tech Com Verizon's Tariffed FGD Switched Exchange Access or Reciprocal Compensation rates as applicable.

11.3 When Tech Com: delivers untranslated 8YY calls to Verizon for completion,

11.3.1 to an IXC, Verizon shall:

11.3.1.1 query the call and route the call to the appropriate IXC; and

11.3.1.2 provide an appropriate EMI record to Tech Com to facilitate billing to the IXC; and

11.3.1.3 bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.

11.3.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Verizon shall:

11.3.2.1 query the call and route the call to the appropriate LEC toll free service access code service provider; and

11.3.2.2 provide an appropriate EMI record to Tech Com; to facilitate billing to the LEC toll free service access code service provider; and

11.3.2.3 bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.

11.4 Verizon will not direct untranslated toll free service access code call to Tech Com.

12. Tandem Transit Traffic

12.1 As used in this Section 12, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on Tech Com's network, and is transported through a Verizon Tandem to the Central Office of a CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CMRS) carrier, or other LEC, that subtends the relevant Verizon Tandem to which Tech Com delivers such traffic. Neither the originating nor terminating customer is a Customer of Verizon. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

12.2 Tandem Transit Traffic Service provides Tech Com with the transport of Tandem Transit Traffic as provided below.

12.3 Tandem Transit Traffic may be routed over the Local Interconnection Trunks described in Sections 2 through 6. Tech Com shall deliver each Tandem Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part (“TCAP”) message to facilitate full interoperability of CLASS Features and billing functions. The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented.

12.4 Tech Com shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or tariffs) with any CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits Verizon’s Tandem Office. If Tech Com does not enter into and provide notice to Verizon of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then Verizon may, at its sole discretion, terminate Tandem Transit Service at anytime upon thirty (30) days written notice to Tech Com.

12.5 Tech Com shall pay Verizon for Transit Service that Tech Com originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other LEC, imposes or levies on Verizon

for the delivery or termination of such traffic, including any applicable Switched Exchange Access Service charges.

12.6 Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls.

12.7 If or when a third party carrier's Central Office subtends a Tech Com Central Office, then Tech Com shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to Tech Com as defined in this Section 12 such that Verizon may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a Tech Com Central Office ("Reciprocal Tandem Transit Service"). Tech Com shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 12.

12.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

13. Number Resources, Rate Centers and Routing Points

13.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Routing Points corresponding to such NXX codes.

13.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Tech Com shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area, in all areas where Verizon and Tech Com service areas overlap. Tech Com shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.

13.4 Tech Com will also designate a Routing Point for each assigned NXX code. Tech Com shall designate one location for each Rate Center Area in which the Tech Com has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of Tech Com will be routed in the same manner as calls to Tech Com's initial NXXs.

13.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Tech Com's choices regarding the size of the local calling

area(s) that Tech Com may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

14. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

14.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia.

14.1.1 standards to ensure that Local Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accordance with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01.

14.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

14.1.3 disaster recovery provision escalations;

14.1.4 additional technically feasible and geographically relevant IP(s) in a LATA as provided in Section 2 of this Attachment; and

14.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

14.2 Installation, Maintenance, Testing and Repair.

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section 14.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

14.3 Forecasting Requirements for Trunk Provisioning.

Within ninety (90) days of executing this Agreement, Tech Com shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Reciprocal Compensation Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z

location (CLLI codes for Tech Com-IPs and Verizon-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).

14.3.1 Initial Forecasts/Trunking Requirements. Because Verizon's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom Tech Com decides to market its services, Verizon will be largely dependent on Tech Com to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (to Verizon) traffic. Verizon will, as an initial matter provide the same number of trunks to terminate Reciprocal Compensation Traffic to Tech Com as Tech Com provides to terminate Reciprocal Compensation Traffic to Verizon. At Verizon's discretion, when Tech Com expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the number of trunks Tech Com suggests; provided, however, that in all cases Verizon's provision of the forecasted number of trunks to Tech Com is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and Tech Com's previous forecasts have proven to be reliable and accurate.

14.3.1.1 Monitoring and Adjusting Forecasts. Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at Tech Com's suggestion or request pursuant to the procedures identified in Section 14.3. At the end of such ninety (90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, Verizon determines that any trunks in the trunk group in excess of two (2) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold Tech Com financially responsible for the excess facilities.

14.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that Tech Com suggests or requests Verizon to establish. If, after any such (90) day period, Verizon determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold Tech Com financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, Tech Com may request that Verizon disconnect trunks to meet a revised forecast. In such instances, Verizon may hold Tech Com financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

15. Number Portability - Section 251(B)(2)

15.1 Scope.

The Parties shall provide Number Portability (“NP”) in accordance with rules and regulations as from time to time prescribed by the FCC.

15.2 Procedures for Providing LNP (“Long-term Number Portability”).

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the Ordering And Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received a letter of agency (LOA) from an end user customer and sends a LSR to Party A, Parties A and B will work together to port the customer’s telephone number(s) from Party A’s network to Party B’s network. It is Party B’s responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA.

15.2.2 When a telephone number is ported out of Party A’s network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B’s customer.

15.2.3 When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user customer.

15.2.4 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer’s telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer’s line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

15.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

15.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 15.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.

15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

15.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

15.3 Procedures for Providing NP Through Full NXX Code Migration.

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.4 Procedures for Providing INP (Interim Number Portability).

The Parties shall provide Interim Number Portability ("INP") in accordance with rules and regulations prescribed from time to time by the FCC and state regulatory bodies, the Parties respective company procedures, and as set forth in this Section 15.4. The Parties shall provide INP on a reciprocal basis.

15.4.1 In the event that either Party, Party B, wishes to serve a Customer currently served at an End Office of the other Party, Party A, and that End Office is not LNP-capable, Party A shall make INP available only where LNP is not commercially available or not required by FCC orders and regulations. INP will be provided by remote call forwarding (RCF) and/or direct inward dialing (DID) technology, which will forward terminating calls to Party B's End Office. Party B shall provide Party A with an appropriate "forward-to" number.

15.4.2 Prices for INP and formulas for sharing terminating access revenues associated with INP shall be provided where applicable, upon request by either Party.

15.4.3 Either Party wishing to use DID to provide for INP must request a dedicated trunk group from the End Office where the DID numbers are currently served to the new serving-End Office. If there are no existing facilities between the respective End Offices, the dedicated facilities and transport trunks will be provisioned as unbundled service through the ASR provisioning process. The requesting party will reroute the DID numbers to the pre-positioned trunk group using the LSR provisioning process. DID trunk rates are contained in the Parties' respective tariffs.

15.4.4 The Parties Agree that, per FCC 98-275, Paragraph 16, effective upon the date LNP is available at any End Office of one Party, Party A, providing INP for Customers of the other Party, Party B, no further orders will be accepted for new INP at that End Office. Orders for new INP received prior to that date, and change orders for existing INP, shall be worked by Party A. Orders for new INP received by Party A on or after that date shall be rejected. Existing INP will be grand-fathered, subject to Section 15.4.5, below.

15.4.5 In offices equipped with LNP prior to September 1, 1999 for former Bell Atlantic offices and October 1, 2000 for former GTE offices, the Parties agree to work together to convert all existing INP-served Customers to LNP by December 31, 2000 in accordance with a mutually agreed to conversion process and schedule. If mutually agreed to by the Parties, the conversion period may be extended one time by no more than 90 days from December 31, 2000.

15.4.6 Upon availability of LNP after October 1, 2000 at an End Office of either Party, both Parties agree to work together to convert the existing INP-served Customers to LNP by no later than 90 days from the date of LNP availability unless otherwise agreed to by the Parties.

15.4.7 When, through no fault of Verizon's, all INP have not been converted to LNP at the end of the agreed to conversion period, then the remaining INPs will be changed to a functionally equivalent tariff service and billed to Tech Com at the tariff rate(s) for the subject jurisdiction.

15.5 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC Regulations.

15.5.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue an LNP request to the Party A. Party A will respond to Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

15.5.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 15.5.

RESALE ATTACHMENT

1. General

Verizon shall provide to Tech Com, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law (including, but not limited to, Sections 251(b)(1), 251(c)(4) and 271(c)(2)(B)(xiv) of the Act), Verizon's Telecommunications Services for resale by Tech Com.

2. Use of Verizon Telecommunications Services

2.1 Verizon Telecommunications Services may be purchased by Tech Com under this Resale Attachment only for the purpose of resale by Tech Com as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by Tech Com for other purposes (including, but not limited to, Tech Com's own use) must be purchased by Tech Com pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.

2.2 Tech Com shall not resell:

2.2.1 Residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business or other nonresidential Customers);

2.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Verizon;

2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon; or

2.2.4 Any other Verizon service in violation of a restriction stated in this Agreement (including, but not limited to, a Verizon Tariff) unless such restriction is prohibited by Applicable Law.

2.2.5 In addition to any other actions taken by Tech Com to comply with this Section 2.2, Tech Com shall take those actions required by Applicable Law to determine the eligibility of Tech Com Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. Tech Com shall indemnify Verizon from any Claims resulting from Tech Com's failure to take such actions required by Applicable Law.

2.2.6 Verizon may perform audits to confirm Tech Com's conformity to the provisions of this Section 2.2. Such audits may be performed twice per calendar year and shall be performed in accordance with Section 7 of the General Terms and Conditions.

2.3 Tech Com shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that

already has such Telecommunications Service; (b) may not be moved to a new service location; and, (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.

2.4 Tech Com shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using, Verizon Telecommunications Services.

2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to Tech Com Customers.

3. Availability of Verizon Telecommunications Services

3.1 Verizon will provide a Verizon Telecommunications Service to Tech Com for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent, that such Verizon Telecommunications Service is available to Verizon's Customers.

3.2 Except as otherwise required by Applicable Law, subject to Section 3.1, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw, Verizon Telecommunications Services at any time, without the consent of Tech Com.

3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to Tech Com for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by Tech Com.

4. Responsibility for Charges

Tech Com shall be responsible for and pay all charges for any Verizon Telecommunications Services provided by Verizon pursuant to this Resale Attachment.

5. Operations Matters

5.1 Facilities.

5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring, used to provide Verizon Telecommunications Services.

5.1.2 Verizon shall have access at all reasonable times to Tech Com Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide the Verizon Telecommunications Services. Tech Com shall, at Tech Com's expense, obtain any rights and authorizations necessary for such access.

5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring, provided by Tech Com or Tech Com Customers for use with Verizon Telecommunications Services.

5.2 Branding.

5.2.1 Except as stated in Section 5.2.2, in providing Verizon Telecommunications Services to Tech Com, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to Tech Com to use Verizon's Marks.

5.2.2 To the extent required by Applicable Law, upon request by Tech Com and at prices, terms and conditions to be negotiated by Tech Com and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by Tech Com's trade name, or that are not identified by trade name, trademark or service mark.

5.2.3 If Verizon uses a third-party contractor to provide Verizon Operator Services or Verizon Directory Assistance Services, Tech Com will be responsible for entering into a direct contractual arrangement with the third-party contractor at Tech Com's expense (a) to obtain identification of Verizon Operator Services or Verizon Directory Assistance Services purchased by Tech Com for resale with Tech Com's trade name, or (b) to obtain removal of trade name, trademark or service mark identification from Verizon Operator Services or Verizon Directory Assistance Services purchased by Tech Com for resale.

6. Rates and Charges

The rates and charges for Verizon Telecommunication Services purchased by Tech Com for resale pursuant to this Attachment shall be as provided in this Attachment and the Pricing Attachment.

7. Notice

Upon initial request by Tech Com, Verizon shall provide Tech Com with advance written notice of the same information that Verizon provides to its Customers of any price increase or subscription change as described in Chapter ATCP 123.04, Telecommunications and Cable Television Services of the Wisconsin Administrative Code concerning Verizon Telecommunications Services that Tech Com purchases for resale in accordance with this Attachment. Such notice shall be delivered to Tech Com at least 40 days in advance of when such a price increase or subscription change is to take effect and may be delivered by any means prescribed in Section 29 of the General Terms and Conditions of this Agreement or by delivering an electronic mail message to the Internet address specified by Tech Com in Section 29, with a follow-up copy sent by personal delivery, express delivery service with next Business Day delivery, by First Class, certified or registered U.S. mail, postage prepaid, or by facsimile telecopy. Tech Com agrees that it will not use such advance notice of a price increase or subscription change in comparative marketing and that such use in violation of this Section 6 shall constitute a material breach of this Agreement.

UNBUNDLED NETWORK ELEMENTS (UNEs) ATTACHMENT

1. General

1.1 Verizon shall provide to Tech Com, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations).

1.2 Verizon shall be obligated to combine UNEs that are not already combined in Verizon's network only to the extent required by Applicable Law. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.

1.3 Tech Com may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to Tech Com. Without limiting the foregoing, Tech Com may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to Tech Com in order to allow Tech Com to provide such Exchange Access services.

1.4 Notwithstanding any other provision of this Agreement:

1.4.1 To the extent that Verizon is required by a change in Applicable Law to provide a UNE or Combination not offered under this Agreement to Tech Com as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed by the Parties.

1.4.2 Verizon shall not be obligated to provide to Tech Com, and Tech Com shall not request from Verizon, access to a proprietary advanced intelligent network service.

1.5 [Intentionally Left Blank]

1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a UNE is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to Tech Com on an unbundled basis.

1.7 Notwithstanding anything to the contrary in Section 1.3 of the General Terms and Conditions of this Agreement, except as otherwise expressly stated in this Agreement, or as provided for pursuant to the terms of a previously authorized BFR request where such authorization expressly provides an independent term for the BFR, Tech Com shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in

the case of Collocation, be delivered to Tech Com's Collocation node by means of a Cross Connection. In no way, however, will this Agreement be read to extend the term of any BFR arrangement.

1.8 If as the result of Tech Com Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the Tech Com Customer premises, Tech Com will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in the Pricing Attachment and the Premises Visit Charge as specified in Verizon's applicable retail or Wholesale Tariff.

2. Verizon's Provision of UNEs

Subject to the conditions set forth in Section 1, in accordance with, but only to the extent required by, Applicable Law, Verizon shall provide Tech Com access to the following:

2.1 Loops, as set forth in Section 3;

2.2 Line Sharing, as set forth in Section 4;

2.3 Line Splitting, as set forth in Section 5;

2.4 Sub-Loops, as set forth in Section 6;

2.5 Inside Wire, as set forth in Section 7;

2.6 Dark Fiber, as set forth in Section 8;

2.7 Network Interface Device, as set forth in Section 9;

2.8 Switching Elements, as set forth in Section 10;

2.9 Interoffice Transmission Facilities, as set forth in Section 11;

2.10 Signaling Networks and Call-Related Databases, as set forth in Section 12;

2.11 Operations Support Systems, as set forth in Section 13; and

2.12 Other UNEs in accordance with Section 14.

3. Loop Transmission Types

Subject to the conditions set forth in Section 1, Verizon shall allow Tech Com to access Loops unbundled from local switching and local transport, in accordance with the terms and conditions set forth in this Section 3 and the rates and charges provided in the Pricing Attachment. Verizon shall allow Tech Com access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below:

3.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Bell Atlantic TR-72565, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling.

Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time.

3.2 “4-Wire Analog Voice Grade Loop” or “Analog 4W” provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Verizon TR-72570, as revised from time-to-time.

3.3 “2-Wire ISDN Digital Grade Loop” or “BRI ISDN” provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code as described in ANSI T1.601-1998 and Verizon TR 72575 (, as TR 72575 is revised from time-to-time). In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment. The 2-Wire ISDN Digital Grade Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Tech Com may order a 2-Wire Digital Compatible Loop using 2-wire ISDN ordering codes to provide similar capability. Verizon will not build new facilities.

3.4 “2-Wire ADSL-Compatible Loop” or “ADSL 2W” provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new copper facilities. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met. The 2-Wire ADSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Tech Com may order a 2-Wire Digital Compatible Loop using 2-wire ADSL ordering codes to provide similar capability.

3.5 “2-Wire HDSL-Compatible Loop” or “HDSL 2W” consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. The 2-Wire HDSL-Compatible Loop is currently only available in the former Bell Atlantic service areas. In the former GTE Service Areas only, Tech Com may order a 2-Wire Digital Compatible Loop using 2-Wire HDSL ordering codes to provide similar capability. Verizon will not build new facilities.

3.6 “4-Wire HDSL-Compatible Loop” or “HDSL 4W” consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met. 4-Wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

3.7 “4-Wire DS1-Compatible Loop” provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible

Loops will be available only where existing facilities can meet the specifications in ANSI T1.403 and Verizon TR 72575 (as TR 72575 is revised from time-to-time).

3.8 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. The 2-Wire IDSL-Compatible Metallic Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Tech Com may order a 2-Wire Digital Compatible Loop using ISDN ordering codes to provide similar capability. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

3.9 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in Verizon T1E1.4/2000-002R3, as revised from time-to-time. The 2-Wire SDSL-Compatible Loop is available only in the former Bell Atlantic Service Areas. In the former GTE Service Areas only, Tech Com may order a 2-Wire Digital Compatible Loop to provide similar capability. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

3.10 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to Tech Com in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 2, as revised from time-to-time

3.11 "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps or the equivalent of 28 DS-1 channels. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. Verizon will not install new electronics. DS-3 specifications are referenced in Verizon's TR72575, as revised from time to time.

3.12 In the former Bell Atlantic Service Areas only, "Digital Designed Loops" are comprised of designed loops that meet specific Tech Com requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for:

3.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;

3.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;

3.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;

3.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap:

3.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;

3.12.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;

3.12.7 a 2W SDSL Loop with an option to remove bridged tap;

3.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap; and

3.13 Verizon shall make Digital Designed Loops available to Tech Com at the rates as set forth in the Pricing Attachment.

3.14 In the former GTE Service Areas only, "Conditioned Loops" are comprised of designed loops that meet specific Tech Com requirements for metallic loops over 12k ft. or for conditioning of 2-wire or 4-wire digital or BRI ISDN Loops.

3.14.1 "Conditioned Loops" may include requests for:

3.14.1.1 a 2W Digital Loop with a total loop length of 12k to 30k ft., unloaded, with the option to remove bridged tap (such a Loop, unloaded, with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.14.1.2 a 2W Digital Loop of 12k to 18k ft. with an option to remove load coils and/or bridged tap (such a Loop with load coils and/or bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.14.1.3 a 2W Digital or 4W Digital Loop of less than 12k ft. with an option to remove bridged tap and/or load coils (such a 2W Loop with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");

3.14.1.4 a 2W Digital Loop with Verizon-placed ISDN loop extension electronics (such a Loop with ISDN loop extension electronics so placed shall be deemed to be a "2W Digital Compatible Loop").

3.14.2 Verizon shall make Conditioned Loops available to Tech Com at the rates as set forth in the Pricing Attachment.

3.15 The following ordering procedures shall apply to the xDSL Compatible Loops and Digital Designed and Conditioned Loops:

3.15.1 Tech Com shall place orders for xDSL Compatible Loops and Digital Designed and Conditioned Loops by delivering to Verizon a valid

electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

3.15.2 In former Bell Atlantic Service Areas, Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with xDSL Compatible and BRI ISDN signals. The results of this survey will be stored in a mechanized database and made available to Tech Com as the process is completed in each Central Office. Tech Com must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an xDSL Compatible or BRI ISDN Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment. In former GTE Service Areas, Verizon provides access to mechanized xDSL loop qualification information to help identify those loops that meet applicable technical characteristics for compatibility with xDSL Services that the CLEC may wish to offer to its end user Customers. Tech Com must access Verizon's mechanized loop qualification system through the use of the on-line computer interface at www.verizon.com/wise in advance of submitting a valid electronic transmittal Service Order for xDSL service arrangements. The loop qualification information provided by Verizon gives Tech Com the ability to determine loop composition, loop length and may provide other loop characteristics, when present, that may indicate incompatibility with xDSL Services such as load coils or Digital Loop Carrier. Information provided by the mechanized loop qualification system also indicates whether loop conditioning may be necessary. It is the responsibility of Tech Com to evaluate the loop qualification information provided by Verizon and determine whether a loop meets Tech Com requirements for xDSL Service, including determining whether conditioning should be ordered, prior to submitting an Order.

3.15.3 If the Loop is not listed in the mechanized database described in Section 3.15.2, Tech Com must request a manual loop qualification, where such qualification is available, prior to submitting a valid electronic service order for an xDSL Compatible or BRI ISDN Loop. The rates for manual loop qualification are set forth in the Pricing Attachment. In general, Verizon will complete a manual loop qualification request within three business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events. The manual loop qualification process is currently available in the former Bell Atlantic Service Areas only.

3.15.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Tech Com may request an Engineering Query, as described in Section 3.15.7, to determine whether the result is due to characteristics of the loop itself (e.g., specific number and location of bridged taps, the specific number of load coils, or the gauge of the cable).

3.15.5 Once a Loop has been pre-qualified, Tech Com will submit a Service Order pursuant to Section 3.15.1 of this Attachment if it wishes to obtain the Loop.

3.15.5.1 If the Loop is determined to be xDSL Compatible and if the Loop serving the serving address is usable and available to be assigned as a xDSL Compatible Loop, Verizon will initiate standard Loop provisioning and installation processes, and standard Loop provisioning intervals will apply.

3.15.5.2 If the Loop is determined to be xDSL Compatible, but the Loop serving the service address is unusable or unavailable to be assigned as an xDSL Compatible Loop, Verizon will search the Customer's serving terminal for a suitable spare facility. If an xDSL Compatible Loop is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL Compatible Loop facility serving the same location. Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127. Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in Appendix A to the Pricing Attachment.

3.15.6 If Tech Com submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that has not been prequalified, Verizon will query the service order back to Tech Com for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If Tech Com submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, Verizon will respond back to Tech Com with a "Nonqualified" indicator and with the information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).

3.15.7 Where Tech Com has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if Tech Com is already aware of the conditioning required (e.g., where Tech Com has previously requested a qualification and has obtained loop characteristics), Tech Com may submit a service order for a Digital Designed or Conditioned Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.14 upon receipt of Tech Com's valid, accurate and pre-qualified service order for a Digital Designed or Conditioned Loop.

3.16 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by Tech Com, an interval of eighteen (18) business

days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

3.16.1 Three (3) business days will be required following receipt of Tech Com's valid, accurate and pre-qualified service order for a Digital Designed or Conditioned Loop to analyze the loop and related plant records and to create an Engineering Work Order.

3.16.2 Upon completion of an Engineering Work Order, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by Tech Com. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

3.17 If Tech Com requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If Tech Com cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Tech Com shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If Tech Com cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Tech Com shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.

3.18 Conversion of Live Telephone Exchange Service to Analog 2W Loops.

3.18.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to Tech Com Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops) to be provided by Verizon to Tech Com:

3.18.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If Tech Com does not request~~s~~ a coordinated cutover, Verizon will process Tech Com's Order as a new installation at parity with the quality of service provided to Verizon retail customers, measured as the percentage of conversions with disrupted service compared to the total number of conversions or orders undertaken by Verizon in Wisconsin during the same period of time, as ordered by the Commission in Docket No. 05-MA-132.

3.18.1.2 Tech Com shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from Tech Com the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC

Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, Tech Com and Verizon shall mutually agree on a New Conversion Time, as defined below. Tech Com shall designate the Scheduled Conversion Time subject to Verizon's standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within the time frames specified in this Section 3.18.1.2 of Verizon's receipt of such valid LSR, or as otherwise required by Applicable Law**,** Verizon shall provide Tech Com the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.

3.18.1.2.1 For orders submitted to Verizon by Tech Com, Verizon's performance for order confirmation timeliness shall be measured in accordance with Metric OR-1, "Order Confirmation Timeliness," of Attachment A-2b of the Carrier-to-Carrier Performance Assurance Plan set out in Appendix D, Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of the Merger Order as in effect on the Effective Date of this Agreement, as set out in Exhibit A to the Unbundled Network Elements Attachment, attached.

3.18.1.2.2 For orders submitted to Verizon by Tech Com, Verizon shall meet the performance standards for order confirmation timeliness set out in Exhibit A to the Unbundled Network Elements Attachment, attached, as may be further affected by the applicable related provisions of the Merger Order.

3.18.1.2.3 Metric OR-1, "Order Confirmation Timeliness," as in effect on the Effective Date of this Agreement, is set out in Exhibit A to the Unbundled Network Elements Attachment, attached. Metric OR-1, "Order Confirmation Timeliness," shall be subject to change from time-to-time as provided in Section 31.2.3 of the General Terms and Conditions of this Agreement.

3.18.1.3 Tech Com shall provide dial tone at least twenty-four (24) hours prior to the Scheduled Conversion Time.

3.18.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide no less than twenty-four (24) hours**'** advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day and any two New Conversion Times for a particular Analog 2W Loops shall differ by at

least eight (8) hours, unless otherwise agreed to by the Parties.

3.18.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

3.18.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be credited upon request from Tech Com**;** and

3.18.1.5.2 If Tech Com requests to reschedule outside the one (1) hour time frame above, Tech Com shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

3.18.1.6 If Tech Com is not ready to accept service within thirty (30) minutes of the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and Tech Com will reschedule and, upon request from Tech Com, Verizon will credit the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

3.18.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Tech Com is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

3.18.1.8 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

3.18.1.9 If Tech Com requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

3.19 Verizon shall provide Tech Com access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if Tech Com orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to Tech Com. If, however, no

spare physical Loop is available, Verizon shall within three (3) Business Days of Tech Com's request notify Tech Com of the lack of available facilities. Tech Com may then at its discretion make a Network Element Bona Fide Request pursuant to Section 14.3 to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). Tech Com may also make a Network Element Bona Fide Request pursuant to Section 14.3 for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 3.18.

4. Line Sharing

4.1 **‘**Line Sharing’ is an arrangement by which Verizon facilitates Tech Com’s provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), Multiple Virtual Line (MVL (a proprietary technology)), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC Regulations, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to Tech Com, solely for Tech Com’s own use, the frequency range above the voice band on the same copper Loop required by Tech Com to provide such services. This Section 4 addresses Line Sharing over loops that are entirely copper loops.

4.2 In accordance with, but only to the extent required by Applicable Law, Verizon shall provide Line Sharing to Tech Com for Tech Com’s provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer’s dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by Tech Com on that Loop must not significantly degrade the performance of other services provided on that Loop.

4.3 Verizon shall make Line Sharing available to Tech Com at the rates set forth in the Pricing Attachment. In addition to the recurring and nonrecurring charges shown in the Pricing Attachment for Line Sharing itself, the following rates shown in the Pricing Attachment and in Verizon ’s applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC Regulations); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed or Conditioned Loop) charges; (iii) charges associated with Collocation activities requested by Tech Com; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, trouble isolation charges, and pair swap/line and station transfer charges**.**

4.4 The following ordering procedures shall apply to Line Sharing:

4.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. Tech Com must utilize the mechanized or manual Loop qualification processes described in the terms applicable xDSL Compatible Loops, Digital Designed Loops and Conditioned Loops, as referenced in Section 4.4.5 below, to make this determination.

4.4.2 Tech Com shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

4.4.3 If the Loop is prequalified by Tech Com through the Loop prequalification database, and if a positive response is received and followed by receipt of Tech Com's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops. In such case, Verizon shall initiate provisioning and installation in accordance with the terms pertaining to xDSL Compatible Loops, Digital Designed Loops and Conditioned Loops pursuant to Section 3.15.5 of this Attachment.

4.4.4 If the Loop requires qualification manually or through an Engineering Query, three (3) additional Business Days will be generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of Tech Com's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events.

4.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and Tech Com orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed or Conditioned Loops; or if this Agreement does not contain provisions pertaining to Digital Designed or Conditioned Loops, then in accordance with Verizon's generally available rates, terms and conditions applicable to Digital Design or Conditioned Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon 's Customers over such Loops.

4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed and Conditioned Loops, as referenced in Section 4.4.5 above. Except as otherwise required by Applicable Law, provisioning intervals for the Line Sharing arrangement initially shall be the standard interval of six (6) Business Days applicable to 2W ADSL Loops. Where Applicable Law has ordered shorter intervals, the shortened intervals will apply in the event that a dispatch is not required, where conditioning work is not necessary and where

facility modifications are not required. In no event shall the Line Sharing interval applied to Tech Com be longer than the interval applied to any Affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of no less than six (6) Business Days.

4.4.7 Tech Com must provide all required Collocation, CFA, Special Bill Number ("SBN") and NC/NCI information when a Line Sharing arrangement is ordered. Collocation augments required, either at the Point of Termination (POT) Bay, Collocation node, or for splitter placement, must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.

4.4.8 The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in the roll out of Line Sharing in order to minimize provisioning problems and facility issues. Tech Com will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.

4.5 To the extent required by Applicable Law, Tech Com shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, Tech Com must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups.

4.6 As described more fully in Verizon Technical Reference 72575, the xDSL technology used by Tech Com for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. Tech Com's deployment of additional Advanced Services shall be subject to the applicable FCC Regulations.

4.7 Tech Com may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon 's Customer. Tech Com is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 which employs Direct Current ("DC") blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and is designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance through one of the splitter options described below. Tech Com is also responsible for providing its own Digital Subscriber Line Access Multiplexer ("DSLAM") equipment in the Collocation arrangement and any necessary Customer Provided Equipment ("CPE") for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across

the shared Loop). Two splitter configurations are available. In both configurations, the splitter must be provided by Tech Com and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. Tech Com must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before Tech Com submits an order for Line Sharing.

Splitter Option 1: Splitter in Tech Com Collocation Area

In this configuration, the Tech Com-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by Tech Com in its own Collocation space within the Customer's serving End Office. The Verizon -provided dial tone is routed through the splitter in the Tech Com Collocation area. Any rearrangements will be the responsibility of Tech Com.

Splitter Option 2: Splitter in Verizon Area

In this configuration, Verizon inventories and maintains a Tech Com-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.

In those serving End Offices where Verizon has employed the use of a POT Bay, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting Tech Com Collocation and the splitter. At Tech Com's option, installation of the splitter shelf may be performed by Verizon or by a Verizon -approved vendor designated by Tech Com.

In those serving End Offices where Verizon does not employ POT Bay for interconnection of Tech Com's Collocation arrangement with Verizon's network, the Tech Com provided splitter will be installed (mounted) in a relay rack between the Tech Com Collocation arrangement and the MDF. The demarcation point is at the splitter end of the cable connecting the Tech Com Collocation arrangement and the splitter. Installation of the splitter will be performed by Verizon, or, at Tech Com's election, by a Verizon-approved vendor designated by Tech Com. In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will also perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to Tech Com upon completion of the required augment.

4.7.1 Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. Tech Com must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply (unless Applicable Law requires otherwise).

4.7.2 Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or Tech Com's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. Tech Com must submit the application for

Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.

4.8 Tech Com will have the following options for testing shared Loops:

4.8.1 In serving End Offices where a POT Bay has been employed for use the following options shall be available to Tech Com.

4.8.1.1 Under Splitter Option 1, Tech Com may conduct its own physical tests of the shared Loop from Tech Com's collocation area. If it chooses to do so, Tech Com may supply a test head to facilitate such physical tests, provided that: (a) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate; and (b) the test head does not interrupt the voice circuit to any greater degree than a conventional Mechanized Loop Test (MLT). Specifically, the Tech Com-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional Tech Com-provided test head would be installed between the "line" port of the splitter and the POT Bay in order to conduct remote physical tests of the shared Loop.

4.8.1.2 Under Splitter Option 2, either Verizon or a Verizon - approved vendor selected by Tech Com may install a Tech Com-provided test head to enable Tech Com to conduct remote physical tests of the shared Loop. This optional Tech Com-provided test head may be installed at a point between the "line" port of the splitter and the Verizon - provided test head that is used by Verizon to conduct its own Loop testing. The Tech Com-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the Tech Com-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the Tech Com-provided test head, and will direct all required activity.

4.8.1.3 Under either Splitter Option, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon -provided test head, and, upon request, will provide these test results to Tech Com during normal trouble isolation procedures in accordance with reasonable procedures.

4.8.1.4 Under either Splitter Option, Verizon will make MLT access available to Tech Com via RETAS after the service order has been completed. Tech Com will utilize the circuit number to initiate a test. This functionality will be available on October 31, 2000.

4.8.2 In those serving End Offices where Verizon has not employed a POT Bay for use, Tech Com will not be permitted to supply its own test head; Verizon will make its testing system available to Tech Com through use of the on-line computer interface test system at www.verizon.com/wise. This system is available 24 hours, 7 days a week.

4.8.3 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where Tech Com has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and Tech Com will each dispatch a technician to an agreed-upon point to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that Tech Com should reasonably have been able to isolate and diagnose through one of the testing options available to Tech Com above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

4.8.4 Verizon and Tech Com each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or Advanced Service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the Central Office. Tech Com will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. If a splitter or test head that Tech Com has provided to Verizon malfunctions, Tech Com shall provide a replacement splitter or test head to Verizon. Before either Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data service of the other Party, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and Tech Com will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.

4.8.5 When Verizon provides Inside Wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the Inside Wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with Tech Com's Advanced Services. Verizon will not repair any CPE equipment provided by Tech Com. Before a trouble ticket is issued to Verizon, Tech Com shall validate whether the Customer is experiencing a trouble that arises from Tech Com's Advanced Service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.

4.8.6 In the case of a trouble reported by the Customer on its voice-grade service, if Verizon determines the reported trouble arises from Tech Com's Advanced Services equipment, splitter problems, or Tech Com's activities, Verizon will:

4.8.6.1 Notify Tech Com and request that Tech Com immediately test the trouble on Tech Com's Advanced Service.

4.8.6.2 If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and Tech Com has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's voice grade service if Verizon determines in good faith that the cause of the voice interruption is Tech Com's data service.

4.8.6.3 Upon completion of Sections 4.8.6.1 and 4.8.6.2 above, Verizon may temporarily remove the Tech Com-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is Tech Com's data service.

4.8.6.4 Upon notification from Tech Com that the malfunction in Tech Com's advanced service has been cleared, Verizon will restore Tech Com's advanced service by restoring the splitter on the Customer's Loop.

4.8.6.5 Upon completion of the above steps, Tech Com will be charged a Trouble Isolation Charge (TIC) to recover Verizon 's costs of isolating and temporarily removing the malfunctioning Advanced Service from the Customer's line if the cause of the voice interruption was Tech Com's data service.

4.8.6.6 Verizon shall not be liable for damages of any kind for temporary disruptions to Tech Com's data service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and Tech Com shall indemnify Verizon from any claims that result from such steps.

5. Line Splitting

CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.

6. Sub-Loop

6.1 Sub-Loop. Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide Tech Com with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms

and provisions of this Section 6 and the rates set forth in the Pricing Attachment. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide Tech Com with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

6.2 Tech Com may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide Tech Com with access to a drop and NID that, at the time of Tech Com's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined). New drops will be installed in accordance with Verizon's standard procedures. In some cases this may result in Tech Com being responsible for the cost of installing the drop.

6.3 Tech Com may obtain access to a Sub-Loop only at an FDI and only from a Tech Com outside plant cabinet (a "COPIC") or, if Tech Com is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop is located in such enclosure, from the collocation arrangement of Tech Com at such enclosure. To obtain access to a Sub-Loop, Tech Com shall install a COPIC on an easement or Right of Way obtained by Tech Com within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a Tech Com COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. Tech Com shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

6.4 Tech Com may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to Tech Com, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

6.5 To order access to a Sub-Loop, Tech Com must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a Tech Com COPIC. To make such a request, Tech Com must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which Tech Com wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of Tech Com's demand for access to Sub-Loops at the requested FDI. Tech Com must submit the application fee set forth in the Pricing Attachment (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. Tech Com must submit Sub-Loop Interconnection Applications to:

Tech Com's Account Manager

6.6 Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such

application, Verizon shall provide to Tech Com a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").

6.7 Tech Com shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of Tech Com's receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if Tech Com breaches its payment obligation under this Section 6.7. Upon Verizon 's completion of the work that Verizon must perform to provide Tech Com with access to a Sub-Loop, Verizon shall bill Tech Com, and Tech Com shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

6.8 After Verizon has completed the installation of the interconnecting cable to a Tech Com COPIC and Tech Com has paid the full cost of such installation, Tech Com can request the cross connection of Verizon Sub-Loops to the Tech Com COPIC. At the same time, Tech Com shall advise Verizon of the services that Tech Com plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. Tech Com shall run any crosswires within the COPIC.

6.9 If Tech Com requests that Verizon reactivate an unused drop and NID, then Tech Com shall provide dial tone (or its DSL equivalent) on the Tech Com side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop to the Tech Com dial tone or equivalent from the COPIC. If Tech Com requests that Verizon install a new drop and NID, then Tech Com shall provide dial tone (or its DSL equivalent) on the Tech Com side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If Tech Com requests that Verizon provide Tech Com with access to a Sub-Loop that, at the time of Tech Com's request, Verizon is using to provide service to a Customer, then, after Tech Com has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, Tech Com shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit the Tech Com's long-term number portability request.

6.10 Verizon will not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide Line Sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided Line Sharing or such Customer first disconnects the service that utilizes derived channel technology.

6.11 Verizon shall provide Tech Com with access to a Sub-Loop in accordance with negotiated intervals

6.12 [Intentionally Left Blank]

6.13 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow Tech Com to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment.

7. Inside Wire

7.1 House and Riser. In the event that Verizon acquires House and Riser facilities in the State of Wisconsin that are subject to unbundling requirements under Applicable Law, Verizon will provide access to such House and Riser facilities pursuant to an effective Tariff, if any, on file in the state of Wisconsin, or if no such Tariff is on file upon terms and conditions as mutually agreed by the Parties. A “House and Riser facility” means a two-wire metallic distribution facility in Verizon’s network between the minimum point of entry for a building where a premises of a Customer is located (such point an “MPOE”) and the rate demarcation point of such facility (or network interface device (“NID”) if the NID is located at such rate demarcation point).

8. Dark Fiber

8.1 Access to unbundled Dark Fiber will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop, subloop and interoffice facilities (IOF) portions of the Company's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offering.

8.2 A “Dark Fiber Loop” consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon’s main termination point, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to the electronics that “light” it, and thereby render it capable of carrying Telecommunications Services. In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber Loops:

8.2.1 Verizon shall be required to provide a Dark Fiber Loop only where (1) one end of the Dark Fiber Loop terminates at Tech Com's collocation arrangement and (2) the other end terminates at the Customer premise. A Tech Com demarcation point shall be established either in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon. Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a fiber jumper.

8.2.2 Tech Com may access a Dark Fiber Loop only at a pre-existing hard termination point of such Dark Fiber Loop, and Tech Com may not access a Dark Fiber Loop at any other point, including, but not limited to, a splice point. Verizon will not introduce additional splice points or open existing splice points to accommodate Tech Com’s request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to Tech Com.

8.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).

8.2.4 Verizon shall perform all work necessary to install a cross connection or a fiber jumper, including, but not limited to, the work necessary to connect a dark fiber to a demarcation point, a fiber distribution frame or a POT bay.

8.2.5 At the Customer premise, unused fibers are not available to Tech Com pursuant to this Attachment unless such fibers terminate on a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to Tech Com.

8.2.6 Dark Fiber will be offered to Tech Com in the condition that it is available in Verizon's network at the time that Tech Com submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber for Tech Com's use.

8.2.7 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to Tech Com as Dark Fiber.

8.2.8 Tech Com shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.

8.2.9 Tech Com may not resell Dark Fiber purchased pursuant to this Attachment to third parties.

8.2.10 In order for Verizon to continue to satisfy its carrier of last resort (COLR) obligations under Applicable Law and/or to preserve the efficiency of its network, Verizon will limit Tech Com to leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

8.2.10.1 Revoke Dark Fiber leased to Tech Com upon a showing of need to the Commission and twelve (12) months' advance written notice to Tech Com; and

8.2.10.2 Revoke Dark Fiber leased to Tech Com upon a showing to the Commission that Tech Com underutilized fiber (less than OC-12) within any twelve (12) month period.

8.2.10.3 Verizon may reserve Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services or for future growth. Verizon reserves and shall not waive, Verizon’s right to claim before the Commission that Verizon should not have to fulfill a Tech Com order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or

carriers other than Tech Com, or impair a Verizon obligation to serve as a carrier of last resort.

8.2.11 Tech Com may not reserve Dark Fiber.

8.2.12 Tech Com shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber accommodate the requirements of Tech Com; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting Tech Com's collocation arrangements with any proper optical cross connects or other equipment that Tech Com needs to access Dark Fiber before it submits an order for such access.

8.3 Dark Fiber Interoffice Facilities (IOF).

The Dark Fiber IOF UNE is defined as continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a Tech Com central office but, in either case, without attached multiplexing, aggregation or other electronics. Dark Fiber IOF is available between the CLEC's collocation arrangements within two Verizon Central Offices, or between the CLEC's collocation arrangement in a Verizon Central Office and a CLEC CO/POP. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs shall govern the Dark Fiber IOF UNE.

8.4 A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of the CLEC's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether dark fiber may be available between the locations and in the quantities specified, Verizon will respond within fifteen (15) business days from receipt of the CLEC's request, indicating whether Unbundled Dark Fiber may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval.

8.5 Tech Com shall order Dark Fiber IOF and Dark Fiber Loop UNEs by sending to Verizon a separate ASR for each A to Z route.

8.6 Direct access to dark fiber loops, subloops, or IOF that terminates in a Verizon premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.

9. Network Interface Device

9.1 Subject to the conditions set forth in Section 1 and at Tech Com's request, Verizon shall permit Tech Com to connect a Tech Com Loop to the Inside Wiring of a Customer through the use of a Verizon NID in the manner set forth in this Section 9. Verizon shall provide Tech Com with access to NIDs in accordance with, but only to the extent required by, Applicable Law. Tech Com may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining Tech Com NID deployed by Tech Com or, if an entrance module is available in the Verizon NID,

by connecting a Tech Com Loop to the Verizon NID. In all cases, Verizon shall perform this Cross Connection. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.

9.2 In no case shall Tech Com access, remove, disconnect or in any other way rearrange, Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.

9.3 In no case shall Tech Com access, remove, disconnect or in any other way rearrange, a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunications Service to that Customer.

9.4 In no case shall Tech Com remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

9.5 In no case shall Tech Com remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the person who controls use of the wire (e.g., the Customer).

9.7 When Tech Com is connecting a Tech Com-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, Tech Com does not need to submit a request to Verizon and Verizon shall not charge Tech Com for access to the Verizon NID. In such instances, Tech Com shall comply with the provisions Sections 9.2 through 9.8 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 6 of this Agreement.

9.8 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Tech Com may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means:

9.8.1 Where an adequate length of Inside Wire is not present or environmental conditions do not permit, Tech Com may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

9.8.2 Tech Com may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. Tech Com, its agent, the building owner or the Customer). If Tech Com accesses the Customer's Inside Wire as described in this Section 9.8.2, time and materials charges will be billed to the requesting party (i.e. Tech Com, its agent, the building owner or the Customer).

10. Unbundled Switching Elements

Subject to the conditions set forth in Section 1, Verizon shall make available to Tech Com the Local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services, in accordance with this Agreement. Verizon shall provide Tech Com with access to the Local Switching Element and the Tandem Switching Element in accordance with, but only to the extent required by, Applicable Law.

10.1 Local Switching.

10.1.1 The unbundled Local Switching Element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports), plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

10.1.2 Verizon shall offer, as an optional chargeable feature, usage tapes.

10.1.3 Tech Com may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. Tech Com may submit a Bona Fide Request in accordance with Section 14.3 for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of Tech Com to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

10.2 Network Design Request (NDR).

Prior to submitting any order for unbundled Local Switching (as an UNE or in combination with other UNEs), Tech Com shall complete the NDR process. As part of the NDR process, Tech Com shall request standardized or customized routing of its Customer traffic in conjunction with the provision of unbundled Local Switching.

If Tech Com selects customized routing, Tech Com shall define the routing plan and Verizon shall implement such plan, subject to technical feasibility constraints. Time and Material Charges may apply.

10.3 Tandem Switching.

The unbundled Tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled Tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon access Tandem for the purpose of routing a call or calls.

11. Unbundled Interoffice Facilities

Subject to the conditions of Section 1, where facilities are available, at Tech Com's request, Verizon shall provide Tech Com with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with, but only to the extent required by Applicable Law, at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that Tech Com also purchases unbundled Local Switching capability from Verizon in accordance with Section 10 of this Attachment.

12. Signaling Networks and Call-Related Databases

12.1 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide Tech Com with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases.

12.2 Tech Com shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve Tech Com's Customers, at non-discriminatory rates, terms and conditions as provided in the Pricing Attachment, provided further that if the Tech Com information Verizon requires to provide such call-related functionality is resident in a database, Tech Com will provide Verizon with the access and authorization to query Tech Com's information in the databases within which it is stored.

12.3 Alternatively, either Party ("Purchasing Party") may secure CCS Interconnection from a commercial SS7 hub provider (third party signaling provider) to transport messages to and from the Verizon CCS network, and in that case the other Party will permit the Purchasing Party to access the same databases as would have been accessible if the Purchasing Party had connected directly to the other Party's CCS network. If a third party signaling provider is selected by Tech Com to transport signaling messages, that third party provider must present a letter of agency to Verizon, prior to the testing of the interconnection, authorizing the third party to act on behalf of Tech Com.

12.4 Regardless of the manner in which Tech Com obtains CCS Interconnection, Tech Com shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.

12.5 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Reciprocal Compensation Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored as required under applicable law.

12.6 The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes.

12.7 Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate

local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will out pulse the full ten-digit telephone number of the called party to the other Party.

12.8 The Parties acknowledge that there is a network security risk associated with interconnection with the public Internet Protocol network, including, but not limited to, the risk that interconnection of Tech Com signaling systems to the public Internet Protocol network may expose Tech Com and Verizon signaling systems and information to interference by third parties. Tech Com shall notify Verizon in writing sixty (60) days in advance of installation of any network arrangement that may expose signaling systems or information to access through the public Internet Protocol network. Tech Com shall take commercially reasonable efforts to protect its signaling systems and Verizon's signaling systems from interference by unauthorized persons.

12.9 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

12.10 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

12.10.1 Telcordia Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and

12.10.2 Where applicable, Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).

12.11 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: Verizon shall charge Tech Com in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. Tech Com shall charge Tech Com's tariffed rates for CCS signaling, subject to Section 3 of the Pricing Attachment. Notwithstanding the foregoing, to the extent a Party uses a third party vendor for the provision of CCS Signaling, such charges shall apply only to the third party vendor.

13. Operations Support Systems

Subject to the conditions set forth in the Additional Services Attachment, Verizon shall provide Tech Com with access via electronic inter faces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. All such transactions shall be submitted by Tech Com through such electronic interfaces.

14. Availability of Other UNEs on an Unbundled Basis

14.1 Any request by Tech Com for access to a Verizon Network Element that is not already available and that Verizon is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, below. Tech Com shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.

14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by Applicable Law.

14.3 Network Element Bona Fide Request (BFR).

14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

14.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

14.3.4 Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by Applicable Law.

14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by Applicable Law, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.

14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.

14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network

Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

14.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

15. Repair and Maintenance of UNEs

If (a) Tech Com reports to Verizon a Customer trouble, (b) Tech Com requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then Tech Com shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Tech Com is not available at the appointed time. Tech Com accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of Tech Com instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Tech Com by Verizon. If as the result of Tech Com instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Tech Com by Verizon. Verizon agrees to respond to Tech Com trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

16. Rates and Charges

The rates and charges for the foregoing UNEs and other services shall be as set forth in this Attachment and the Pricing Attachment.

17. Combinations

Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Tech Com, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

Function:

I. OR-1 Order Confirmation Timeliness

Definition:

Measures the percentage of orders confirmed within the agreed upon timeframes as specified in the Performance Standards.

Business Rules:

- The start time for requests received after the end of the day Friday, or end of day preceding a holiday, business day will be the beginning of the next business day.
- Business day is defined as Monday through Friday, excluding weekends and Verizon published holidays.
- Business hours are the published hours of operation for Verizon ordering centers for the Business days of Monday through Friday.
- Elapsed time for fully electronic sub-metrics is tracked during system hours.

Exclusions:

- Any test transactions not submitted in connection with the pre-ordering, ordering, provisioning or maintenance of actual customers.
- Any transaction, where the batch transmission from a CLEC includes greater than 200 items in a single transmission.
- Test CLECs
- Excludes non-business days.
- Excludes delays caused for customer reasons.
- Excludes orders where type of service cannot be determined
- Verizon affiliate data (where it exists), or data of a separate office or a division providing DSL, will be excluded from all CLEC aggregate performance (in all measures).

Local Service Requests:

- Exclude invalid records.
- Exclude non stand-alone records for Directory Assistance/Listing
- Exclude records where the Local Service Request (LSR) received date is greater than the Local Service Confirmation (LSC) sent date on manual LSRs (date keying errors).
- Excludes LSR orders identified by CLEC as a project or where the CLEC has requested other project-type special handling.

Access Service Requests**:**

- Exclude invalid records.
- Exclude records with invalid dates.
- Excludes projects for Interconnection Trunks (defined as more than 192 trunks).

Performance Standard:

95% On Time

Fully Electronic/Flow Through: <=2 system hours
Resale POTS/UNE(non-designed) <10 lines: <=24 clock hours
Resale POTS/UNE(non-designed) >= 10 lines: <=72 clock hours
Resale Special/UNE designed Services < 10 lines: <=48 clock hours
Resale Special/UNE designed Services >= 10 lines: <=72 clock hours
Interconnection Trunks/UNE Transport: <=10 business days

Report Dimensions:

Company:	Geography:
• Individual CLEC • CLECs in the aggregate	• Statewide

Sub-Metrics – Order Confirmation Timeliness

OR-1-02	**% On time LSC – Flow Through**

Products [1]	• Resale POTS • Resale Specials • UNE Loop Non-Designed • UNE Loop Designed • UNE Port Non-Designed • UNE Platform • UNE 2 wire xDSL Loop	
Calculation	**Numerator**	**Denominator**
	Number of electronic LSCs for flow through orders where the sent date/time minus received date/time is within the standard for specified products	Number of electronic LSCs for flow through orders where a Local Service Confirmation was sent for specified products
OR-1-04	**% On Time LSC < 10 Lines (Non-Designed-No Flow Through)**	
Products	• Resale POTS • UNE Loop Non-Designed • UNE Port Non-Designed • UNE Platform • UNE 2 wire xDSL Loop	
Calculation	**Numerator**	**Denominator**
	Number of LSCs with less than 10 lines where the sent date/time minus received date/time is within the standard for specified products	Number of LSCs with less than 10 lines where a Local Service Confirmation was sent for specified products
OR-1-05	**% On Time LSC < 10 Lines (Designed - No Flow Through)**	
Products	• Resale Specials • UNE Loop Designed	
Calculation	**Numerator**	**Denominator**
	Number of LSCs with less than 10 lines where the sent date/time minus received date/time is within the standard for specified products	Number of LSCs with less than 10 lines where a Local Service Confirmation was sent for specified products
OR-1-06	**% On Time LSC >= 10 Lines (Non-Designed-No Flow Through)**	
Products	• Resale POTS • UNE Loop Non-Designed • UNE Port Non-Designed • UNE Platform • UNE 2 wire xDSL Loop	
Calculation	**Numerator**	**Denominator**
	Number of LSCs with 10 or more lines where the sent date/time minus received date/time is within the standard for specified products	Number of LSCs with 10 or more lines where a Local Service Confirmation was sent for specified products
OR-1-07	**% On Time LSC >= 10 Lines (Designed -No Flow Through)**	
Products	• Resale Specials • UNE Loop Designed	
Calculation	**Numerator**	**Denominator**
	Number of LSCs with 10 or more lines where the sent date/time minus received date/time is within the standard for specified products	Number of LSCs with 10 or more lines where a Local Service Confirmation was sent for specified products
OR-1-12	**% On Time FOC (Trunks and Transport)**	

[1] Reported where flow-through capability exists

Products	• UNE Transport • Interconnection Trunks	
Calculation	**Numerator**	**Denominator**
	Number of FOCs where the sent date/time minus received date/time is within the standard for specified products	Number of FOCs where a Firm Order Confirmation was sent for specified products

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to Tech Com, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating Tech Com's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon.

Subject to the foregoing, Verizon shall provide Collocation to Tech Com in accordance with the rates, terms and conditions set forth in Verizon's Collocation tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

1.1 Fiber Optic Patchcord Cross Connect.

The Fiber Optic Patchcord Cross Connect provides the communications path between Verizon's Fiber Distribution Panel (FDP) and Tech Com's collocated transmission equipment and facilities. The connection of the facilities would be made via a Fiber Optic Patchcord. The Fiber Optic Patchcord Cross Connect is limited in use solely in conjunction with access to unbundled Dark Fiber and unbundled optical Interoffice Facilities UNEs.

2. [Intentionally Left Blank]

911 ATTACHMENT

1. 911/E-911 Arrangements

1.1 Tech Com may, at its option, interconnect to the Verizon 911/E-911 Selective Routers, as appropriate, that serve the areas in which Tech Com provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points (“PSAP”). In such situations, Verizon will provide Tech Com with the appropriate CLLI codes and specifications of the Selective Router serving area. In areas where E-911 is not available, Tech Com and Verizon will negotiate arrangements to connect Tech Com to the 911 service in accordance with applicable state law.

1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the Tech Com-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation.

1.3 Within thirty (30) days of its receipt of a complete and accurate request from Tech Com, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide Tech Com, where Verizon offers 911/E911 service, with the following at a reasonable fee, if applicable:

1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where Tech Com is providing, or represents to Verizon that it intends to provide within sixty (60) days of Tech Com(s) request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis.

1.3.2 a list of the address and CLLI code of each 911/E-911 Selective Router in the area in which Tech Com plans to offer Telephone Exchange Service;

1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911/E911 Selective Routers, as applicable.

1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.

1.3.5 any special 911 trunking requirements for each 911/E-911 Selective Router, where available, and;

1.3.6 prompt return of any Tech Com 911/E-911 data entry files containing errors, so that Tech Com may ensure the accuracy of the Customer records.

2. Electronic Interface

Tech Com shall use, where available, the appropriate Verizon electronic interface, through which Tech Com shall input and provide a daily update of 911/E-911 database information related to appropriate Tech Com Customers. In those areas where an electronic interface is not available, Tech Com shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon’s entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall

conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards ("NENA"). Tech Com may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of Tech Com Customer information.

3. 911 Interconnection

Verizon and Tech Com will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of Tech Com systems to the 911/E-911 platforms and/or systems.

4. 911 Facilities

Tech Com shall be responsible for providing facilities from the Tech Com End Office to the 911/E911 Selective Router. Tech Com shall deploy diverse routing of 911 trunks to the 911/E911 Selective Router.

5. Local Number Portability for use with 911

The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by Tech Com. Therefore, for those ported telephone numbers using INP, Tech Com will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, Tech Com will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911/E911 Selective Router. Tech Com will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

5.1 Tech Com is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using Tech Com's NENA COID to lock and unlock records and the posting of Tech Com's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.

6. PSAP Coordination

Verizon and Tech Com will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

7. 911 Compensation

Tech Com will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in the Pricing Attachment.

8. 911 Rules and Regulations

Tech Com and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in Wisconsin.

PRICING ATTACHMENT

1. General

1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.

1.2 The Charges shall be as stated in Appendix A of this Pricing Attachment.

1.3 For the rate elements provided in Appendix A of this Pricing Attachment that are marked as “TBD”, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date. When Verizon finishes developing such a Charge, it shall notify Tech Com in writing of such charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill Tech Com, and subject to Tech Com invoking the dispute resolution mechanisms of this Agreement Tech Com shall pay Verizon, for services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to Tech Com pursuant to this Section 1.3 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately upon receipt of such notice by Tech Com and thereafter.

1.4 In the absence of Charges for a Service set forth in Appendix A to the Pricing Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing, subject to Section 3, below.

2. Verizon Telecommunications Services Provided to Tech Com for Resale Pursuant to the Resale Attachment

2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

2.1.1 The Charges for a Verizon Telecommunications Service purchased by Tech Com for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon’s applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon’s Retail Price for the Service that is generally offered to Verizon’s Customers), less the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.

2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement (“CSA”) purchased by Tech Com for resale pursuant to Section 3.3 of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act, shall be the Retail Price for the CSA, less the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to Tech Com for resale pursuant to Section 251(c)(4) of the Act.

2.1.3 [Intentionally Left Blank]

2.1.4 [Intentionally Left Blank]

2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.2 shall not be applied to:

2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;

2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;

2.1.5.3 Subscriber Line Charges (also known in some jurisdictions as the Federal Line Cost Charges and/or end user common line Charges), taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).

2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale rate discount under Section 251(c)(4) of the Act.

2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).

2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by Tech Com pursuant to Section 3.3 of the Resale Attachment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon would bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).

2.3 Other Charges.

2.3.1 Tech Com shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges (also known in some jurisdictions as the Federal Line Cost Charges and/or end user common line Charges), associated with Verizon Telecommunications Services provided by Verizon to Tech Com.

3. Tech Com Prices

Notwithstanding any other provision of this Agreement, the Charges that Tech Com bills Verizon for Tech Com's Services, except for Switched Exchange Access Service charges generally assessed on Interexchange Carriers by Tech Com in connection with the termination of Toll Traffic which will not be affected by this Agreement, shall not exceed the Charges for Verizon's comparable Services, except to the extent that Tech Com has demonstrated that Tech Com's cost to provide such Tech Com Services to Verizon exceeds the Charges for Verizon's comparable Services. For avoidance of doubt,

nothing herein shall prevent either Party from challenging the other Party's Switched Exchange Access Service charges generally assessed upon IXCs in an appropriate forum.

4. Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under this Agreement that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which under Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251.

5. [Intentionally Left Blank]

APPENDIX A TO THE PRICING ATTACHMENT

I. Rates and Charges for Transport and Termination of Traffic[1]

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **$0.0055240 per minute of use**.

Reciprocal Compensation Traffic Tandem Rate: **$0.0085210 per minute of use.**

B. The Tandem Transit Traffic Service Charge is **$0.0031480 per minute of use.**

C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

[1] All rates and charges specified herein are pertaining to the Interconnection Attachment.

II. Services Available for Resale

The avoided cost discount for all Resale services is 18.45%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	$273.09
Customer Record Search Per Account	$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	$311.98
Engineered Initial Service Order - As Specified	$123.84
Engineered Subsequent Service Order	$ 59.61
Non-Engineered Initial Service Order - New Service	$ 42.50
Non-Engineered Initial Service Order - Changeover	$ 21.62
Non-Engineered Initial Service Order - As Specified	$ 82.13
Non-Engineered Subsequent Service Order	$ 19.55
Central Office Connect	$ 12.21
Outside Facility Connect	$ 68.30
Manual Ordering Charge	$ 12.17

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:

Engineered	$ 35.48
Non-Engineered	$ 12.59

Coordinated Conversions:

ISO	$ 17.76
Central Office Connection	$ 10.71
Outside Facility Connection	$ 9.59

Hot Coordinated Conversion First Hour:

ISO	$ 30.55
Central Office Connection	$ 42.83
Outside Facility Connection	$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	$ 4.88
Central Office Connection	$ 9.43
Outside Facility Connection	$ 8.37

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that Tech Com orders any service from Verizon.

Customer Record Search applies when Tech Com requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to Tech Com. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to Tech Com. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter Tech Com's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail. Manual Ordering Charges do not apply to orders sent by Tech Com by the available Verizon OSS Facilities.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if Tech Com requests service prior to the standard due date intervals.

Coordinated Conversion applies if Tech Com requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Tech Com requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

III. Prices for Unbundled Network Elements

Monthly Recurring Charges

Local Loop

2 Wire Analog Loop (inclusive of NID)	$	32.00[2]
4 Wire Analog Loop (inclusive of NID)	$	50.00
2 Wire Digital Loop (inclusive of NID)	$	32.00
4 Wire Digital Loop (inclusive of NID)	$	50.00
DS-1 Loop	$	171.19
DS-3 Loop	$	1122.95
Supplemental Features:		
ISDN-BRI Line Loop Extender	$	4.50
DS1 Clear Channel Capability	$	24.00

Sub-Loop

2-Wire Feeder	$	13.26
2-Wire Distribution (inclusive of NID)	$	31.96
4-Wire Feeder	$	28.23
4-Wire Distribution (inclusive of NID)	$	57.47
2-Wire Drop (inclusive of NID)	$	5.23
4-Wire Drop (inclusive of NID)	$	5.47
Inside Wire		BFR

Network Interface Device (leased separately)

Basic NID:	$	1.30
Complex (12 x) NID	$	1.40

Switching Port

Basic Analog Line Side Port	$	3.37
Coin Line Side Port	$	7.39
ISDN BRI Digital Line Side Port	$	18.11
DS-1 Digital Trunk Side Port	$	48.00
ISDN PRI Digital Trunk Side Port	$	252.39
Usage Charges (must purchase Port)		
Local Central Office Switching		
(Overall Average MOU)	$	.005524
Common Shared Transport		
Transport Facility (Average MOU/ALM)	$	.000012
Transport Termination (Average MOU/Term)	$	.000151
Tandem Switching (Average MOU)	$	.002889
Terminating to Originating Ratio		1.00

[2] Qualifying unbundled local loops that were ordered by Tech Com within the Offering Window specified in Appendix D, Section XI, "Carrier-to-Carrier Promotions" of the Merger Order with a requested installation date of no later than thirty (30) days after the close of that Offering Window shall be subject to a limited duration promotional discount to the extent that such a loop qualifies and remains eligible for such discount in accordance with Appendix D, Section XI of the Merger Order.

Dedicated Transport Facilities

CLEC Dedicated Transport		
CDT 2 Wire	$	32.00
CDT 4 Wire	$	50.00
CDT DS1		
First System	$	300.00
Additional System	$	150.00
CDT DS3 Optical Interface	$	1,125.00
CDT DS3 Electrical Interface	$	1,500.00
Interoffice Dedicated Transport		
IDT DS0 Transport Facility per ALM	$	0.26
IDT DS0 Transport Termination	$	10.72
IDT DS1 Transport Facility per ALM	$	4.07
IDT DS1 Transport Termination	$	40.00
IDT DS3 Transport Facility per ALM	$	38.38
IDT DS3 Transport Termination	$	201.74
Multiplexing		
DS1 to Voice Multiplexing	$	179.96
DS3 to DS1 Multiplexing	$	500.00
DS1 Clear Channel Capability	$	24.00

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Sub-Loops		
Dark Fiber Loop	$	67.13
Dark Fiber Sub-Loop – Feeder	$	53.17
Dark Fiber Sub-Loop – Distribution	$	13.96
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT –Facility	$	24.80
Dark Fiber IDT –Termination	$	6.34
Intermediate Office Cross Connect	TBD	

UNE-P Pricing

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement).

(Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:
UNE 2-wire Analog loop; and
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:
UNE 2-wire Digital loop; and
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:
UNE DS1 loop; and
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:
UNE DS1 loop; and
UNE DS1 Digital Trunk Side port

NRCs. Optional NRCs will apply as ordered by Tech Com including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

EEL Pricing

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, CDT, Multiplexing, & Clear Channel Capability).

Line Splitting[3]

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

[3] Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

NON-RECURRING CHARGES – LOCAL LOOP & SWITCHING PORT

Service Ordering (Local Loop or Switching Port)		
Initial Service Order, per order	$	47.25
Transfer of Service Charge, per order	$	16.00
Subsequent Service Order, per order	$	24.00
Installation		
Unbundled Local Loop, per loop	$	9.75
Unbundled Switching Port, per port	$	9.75
Local Loop Facility Charge, per order (See Note 1)	$	53.50

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES - OTHER UNE's

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi-Mech.	Provisioning Initial Unit	Provisioning Addt'l Unit
UNBUNDLED NID				
Exchange – Basic	$ 27.06	$ 18.83	$ 33.99	N/A
UNBUNDLED SUB-LOOP				
Exchange - FDI Feeder Interconnection - Initial	$ 36.32	$ 26.88	$ 46.20	$ 24.97
Exchange - FDI Feeder Interconnection - Subsequent	$ 15.01	$ 11.83	$ 16.99	$ 7.22
Exchange - FDI Distribution Interconnection - Initial	$ 36.32	$ 26.88	$ 61.90	$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	$ 15.01	$ 11.83	$ 16.99	$ 7.22
Exchange - Serving Terminal Interconnection - Initial	$ 36.32	$ 26.88	$ 28.99	$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	$ 15.01	$ 11.83	$ 13.23	$ 6.41
UNBUNDLED DARK FIBER				
Advanced - Service Inquiry Charge	$405.65	$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	$ 64.57	$ 64.57	$267.28	$224.28
Advanced - Unbundled Loop - Initial	$ 64.57	$ 64.57	$261.86	$220.43
Advanced - Sub-Loop Feeder - Initial	$ 64.57	$ 64.57	$261.86	$220.43
Advanced - Sub-Loop Distribution - Initial	$ 64.57	$ 64.57	$264.84	$216.19
Dark Fiber Records Review (with reservation)	TBD			
Intermediate Office Cross Connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
ENHANCED EXTENDED LOOPS (EELs) Loop portion (In addition, IDT and CDT charges apply if applicable to the EEL arrangement)				
Advanced (2-wire and 4-wire) - Basic - Initial	$ 88.39	$ 56.13	$ 9.75	N/A
Advanced (2-wire and 4-wire) - Basic - Subsequent	$ 38.02	$ 21.89	$ 9.75	N/A
DS1/DS3 - Initial	$ 97.94	$ 65.68	$ 9.75	N/A
DS1/DS3 - Subsequent	$ 38.02	$ 21.89	$ 9.75	N/A
DS3 to DS1 Multiplexer	N/A	N/A	$450.00	N/A
DS1 to DS0 Multiplexer	N/A	N/A	$800.00	N/A
CHANGEOVER CHARGE - (Conversion from Special Access to EELs or Transport)				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	$161.87	$ 99.77	$ 41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	$ 7.52	$ 4.56	$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	$179.37	$117.27	$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	$ 7.52	$ 4.56	$ 41.64	N/A

LOOP CONDITIONING (No charge for loops 12,000 feet or less)				
Loop Conditioning - Bridged Tap	N/A	N/A	$ 886.59	$ 28.84
Loop Conditioning - Load Coils	N/A	N/A	$1,098.10	$ 53.24
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	$1,397.02	$ 82.08
UNE PLATFORM				
Exchange - Basic - Initial	$ 31.57	$ 22.13	$ 28.23	$ 26.58
Exchange - Basic - Subsequent	$ 16.44	$ 13.26	$ 1.08	$ 1.08
Exchange - Basic - Changeover	$ 19.93	$ 15.54	$ 0.90	$ 0.90
Exchange - Complex Non-Digital - Initial	$ 41.35	$ 27.53	$162.41	$ 31.70
Exchange - Complex Non-Digital - Subsequent (Port Feature)	$ 16.44	$ 13.26	$ 5.89	$ 5.89
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)	$ 20.82	$ 13.26	$ 22.73	$ 22.73
Exchange - Complex Non-Digital - Changeover (As Is)	$ 22.35	$ 17.96	$ 3.61	$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)	$ 30.08	$ 21.31	$ 20.97	$ 3.61
Exchange - Complex Digital - Initial	$ 41.35	$ 27.53	$205.75	$ 28.18
Exchange - Complex Digital - Subsequent (Port Feature)	$ 16.44	$ 13.26	$ 5.15	$ 5.15
Exchange - Complex Digital - Subsequent (Switch Feature Group)	$ 20.82	$ 13.26	$ 22.73	$ 22.73
Exchange - Complex Digital - Changeover (As Is)	$ 22.35	$ 17.96	$ 4.18	$ 4.18
Exchange - Complex Digital - Changeover (As Specified)	$ 30.08	$ 21.31	$ 80.98	$ 4.18
Advanced - Complex - Initial	$ 48.35	$ 34.53	$681.24	$303.66
Advanced - Complex - Subsequent	$ 20.82	$ 13.26	$ 65.81	$ 48.47
Advanced - Complex - Changeover (As Is)	$ 24.06	$ 19.67	$ 51.51	$ 34.17
Advanced - Complex - Changeover (As Specified)	$ 37.08	$ 28.31	$ 82.31	$ 64.97
INTEROFFICE DEDICATED TRANSPORT(IDT) (Also applies to IDT portion of an EEL arrangement)				
Advanced - Basic (2-wire and 4-wire)- Initial	$ 95.49	$ 63.01	$ 428.58	N/A
Advanced - Basic (2-wire and 4-wire) - Subsequent	$ 45.12	$ 28.77	$ 58.20	N/A
Advanced - Complex (DS1 and above - Initial	$105.04	$ 72.56	$584.49	N/A
Advanced - Complex (DS1 and above) - Subsequent	$ 45.12	$ 28.77	$ 86.80	N/A
CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT portion of an EEL arrangement)				
Entrance Facility/Dedicated Transport DS0 - Initial	$ 95.49	$ 63.01	$390.08	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	$ 45.12	$ 28.77	$ 58.20	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	$105.04	$ 72.56	$515.03	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	$ 45.12	$ 28.77	$ 86.80	N/A
Clear Channel Capability	N/A	N/A	$ 90.00	N/A

COORDINATED CONVERSIONS				
Exchange - Standard Interval - Per Qtr. Hour	$ 30.72	$ 30.50	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	$ 26.97	$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Qtr. Hour	$ 22.92	$ 22.69	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	$ 21.12	$ 20.89	N/A	N/A
HOT-CUT COORDINATED CONVERSIONS (Only available for 2-wire analog loops)				
Exchange - Standard Interval - Per Hour	$108.80	$108.57	N/A	N/A
Exchange - Additional Interval - Per Qtr. Hour	$ 26.97	$ 26.75	N/A	N/A
Advanced - Standard Interval - Per Hour	$ 83.43	$ 83.20	N/A	N/A
Advanced - Additional Interval - Per Qtr. Hour	$ 21.12	$ 20.89	N/A	N/A
CUSTOMIZED ROUTING	BFR	BFR	BFR	BFR
EXPEDITES				
Exchange Products	$ 3.36	$ 3.36	N/A	N/A
Advanced Products	$ 25.80	$ 25.80	N/A	N/A
OTHER				
Customer Record Search (per account)	$ 4.21	N/A	N/A	N/A
CLEC Account Establishment (per CLEC)	$166.32	$166.32	N/A	N/A
Design Change Charge - EELs and Transport	$ 27.00	$ 27.00	N/A	N/A
LINE SHARING - CLEC OWNED SPLITTER				
CLEC Splitter Connection - Initial	$ 32.19	$ 22.52	$ 53.04	$ 47.29
CLEC Splitter Connection - Subsequent	$ 13.24	$ 9.83	$ 14.49	$ 13.53

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Tech Com orders any service from Verizon.

Customer Record Search applies when Tech Com requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by Tech Com.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by Tech Com.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when Tech Com requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, CDT, Multiplexing and Clear Channel Capability

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Tech Com requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Tech Com requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Tech Com requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by Tech Com.

IV. Rates and Charges for 911

See State Tariff.

V. Collocation Rates

See Wisconsin Local Network Access Services Tariff, P.S.C. of W No. 5, Section 5.16.