

AGREEMENT

by and between

INTRADO COMMUNICATIONS INC.

and

FRONTIER NORTH INC.

FOR THE STATE OF

WISCONSIN

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AGREEMENT

PREFACE

This Agreement (“Agreement”) shall be deemed effective upon approval of the Wisconsin Public Utilities Commission (the “Effective Date”), between Intrado Communications Inc. (“Intrado Comm”), a corporation organized under the laws of the State of Delaware, with offices at 1601 Dry Creek Drive, Longmont, CO 80503, and Frontier North Inc. (“Frontier”), a corporation organized under the laws of the State of Wisconsin, with offices at 180 S. Clinton Ave, Rochester, NY 14646 (Frontier and Intrado Comm may be referred to hereinafter, each, individually as a “Party”, and, collectively, as the “Parties”).

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Frontier and Intrado Comm hereby agree as follows:

2. The Agreement

- 2.1 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 into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 2.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that 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.
- 2.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is an amendment, extension and restatement of the Parties’ prior interconnection and resale agreement(s), if any, and, as such, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, Frontier expressly reserves all of its rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Frontier and Intrado Comm.

- 2.4 Except as otherwise provided 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, without the consent of, or notice to, the other Party.
- 1.5 This Agreement is limited to: (a) establishing interconnection of the Parties' networks pursuant to 47 U.S.C. § 251(c)(2) for the exchange of 911/E-911 Calls between the Parties as described in this Agreement; and, (b) the provision by Frontier to Intrado Comm of unbundled Network Elements pursuant to 47 U.S.C. § 251(c)(3) for the exchange of 911/E-911 Calls between the Parties as described in this Agreement. Without restricting the foregoing limitation, this Agreement does not apply to: (a) the exchange of traffic other than 911/E-911 Calls; (b) services, facilities and arrangements for the exchange of traffic other 911/E-911 Calls; (c) the provision by Frontier to Intrado Comm of unbundled Network Elements pursuant to 47 U.S.C. § 251(c)(3) for purposes other than the exchange of 911/E-911 calls between the Parties as described in this Agreement; or, (d) the provision by Frontier to Intrado Comm of Telecommunications Services for Resale pursuant to 47 U.S.C. § 251(c)(4). Without restricting the foregoing limitations, Frontier shall not be obligated, and may decline, to provide pursuant to this Agreement: (a) the exchange of traffic other than 911/E-911 Calls; (b) services, facilities and arrangements for the exchange of traffic other 911/E-911 calls; (c) unbundled Network Elements pursuant to 47 U.S.C. § 251(c)(3) for purposes other than the exchange of 911/E-911 calls between the Parties as described in this Agreement; and, (d) Telecommunications Services for Resale pursuant to 47 U.S.C. § 251(c)(4).

3. Term and Termination

- 3.1 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 31, 2013 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 3.2 Either Intrado Comm or Frontier 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 one hundred eighty (180) days in advance of the date of termination.
- 3.3 If either Intrado Comm or Frontier provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Intrado Comm or Frontier 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 Intrado Comm and Frontier; or,
 - (b) the date one (1) year after the proposed date of termination, provided that if prior to the date one (1) year after the proposed date of termination the open issues for a new interconnection agreement between Intrado Comm and Frontier have become the subject of an arbitration proceeding before the Commission or the FCC pursuant to 47 U.S.C. § 252, this Agreement shall remain in effect until the earlier of (i) the effective date of a new interconnection agreement between Intrado

Comm and Frontier or, (ii) the date 120 days after the effective date of a Commission or FCC order concluding the arbitration proceeding.

- 3.4 If either Intrado Comm or Frontier provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Intrado Comm nor Frontier 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).

4. Glossary and Attachments

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

Additional Services Attachment
Network Elements Attachment
Collocation Attachment
911 Attachment
Pricing Attachment

5. Applicable Law

- 5.1 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.
- 5.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, 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, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.

5.6.1 Notwithstanding Section 4.6 above, to the extent Frontier is required by a change in Applicable Law to provide to Intrado Comm a Service that is not offered under this Agreement to Intrado Comm, the terms, conditions and prices for such Service (including, but not limited to, the terms and conditions defining the Service and stating when and where the Service 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 Frontier Tariff, or, in the absence of an applicable Frontier Tariff, as mutually agreed by the Parties in a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of Section 252 of the Act. In no event shall Frontier be required to provide any such Service in the absence of such a Frontier Tariff or amendment.

5.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Frontier is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Intrado Comm hereunder, then Frontier may discontinue the provision of any such Service, payment or benefit. Frontier will provide thirty (30) days prior written notice to Intrado Comm of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in the Network Elements Attachment or an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply. For the avoidance of any doubt, this Section 4.7 is self-effectuating and no amendment to this Agreement shall be required to implement it.

6. Assignment

- 5.1 Subject to Sections 5.2, 5.3 and 5.4, following, 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.
- 5.2 A Party may, with thirty (30) days prior written notice to the other Party, assign this Agreement (and in conjunction with such assignment assign all of its rights and interest under this Agreement and delegate all of its obligations under this Agreement) to an Affiliate of the assignor Party that controls, is controlled by, or is under common control with, the assignor Party, without the prior written consent of the other Party; provided that

- 5.2.1 the assignee Affiliate of the assignor Party is legally, financially, technically, and in all other material ways, able to perform this Agreement;
 - 5.2.2 the assignor Party shall remain liable for all obligations incurred by the assignor Party under the Agreement prior to the assignment;
 - 5.2.3 the assignee Affiliate of the assignor Party shall be jointly and severally liable for all of the obligations incurred by the assignor Party under this Agreement prior to the assignment; and
 - 5.2.4 The assignment shall not take place if the non-assigning Party objects to the assignment by written notice to the assignor Party within twenty (20) days after the non-assigning Party receives the assignor Party's written notice of the assignment.
- 5.3 The non-assigning Party shall not unreasonably object to, or unreasonably withhold, condition or delay its consent to, an assignment.
- 5.4 Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement.

7. Assurance of Payment

- 7.1 Upon written request by Frontier, Intrado Comm shall, at any time and from time to time, provide to Frontier adequate assurance of payment of amounts due (or to become due) to Frontier hereunder.
- 7.2 Assurance of payment of charges may be requested by Frontier if Intrado Comm (a) prior to the Effective Date, has failed to timely pay charges billed to Intrado Comm by Frontier or Frontier's ILEC Affiliates that are not subject to a good faith dispute, (b) on or after the Effective Date, fails to timely pay charges billed to Intrado Comm by Frontier or Frontier's ILEC Affiliates that are not subject to a good faith dispute, (c) in Frontier's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, 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.
- 7.3 Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Frontier as the beneficiary thereof and otherwise in form and substance satisfactory to Frontier from a financial institution acceptable to Frontier. The 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 Frontier, for the Services to be provided by Frontier to Intrado Comm in connection with this Agreement. If Intrado Comm meets the condition in subsection 6.2(d) above or has failed to timely pay two or more bills rendered by Frontier or a Frontier ILEC Affiliate in any twelve (12)-month period, Frontier may, at its option, demand (and Intrado Comm shall provide commencing within ten (10) days) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Frontier, with appropriate true-up against actual billed charges no more frequently than once per Calendar Quarter.

- 7.4 [Intentionally Left Blank].
- 7.5 [Intentionally Left Blank].
- 7.6 Frontier may (but is not obligated to) draw on the letter of credit upon written notice to Intrado Comm in respect of any amounts to be paid by Intrado Comm hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 7.7 If Frontier draws on the letter of credit, upon written request by Frontier, Intrado Comm shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.
- 7.8 Notwithstanding anything else set forth in this Agreement, if Frontier makes a request for assurance of payment in accordance with the terms of this Section and such assurance of payment is not provided within ten (10) days after Frontier makes the request, then Frontier shall have no obligation thereafter to perform under this Agreement until such time as Intrado Comm has provided Frontier with such assurance of payment.
- 7.9 The fact that a letter of credit is requested by Frontier hereunder shall in no way relieve Intrado Comm 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.

8. Audits

- 8.1 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 for Services. 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.
- 8.2 The audit shall be performed by independent certified public accountants selected and paid for by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants 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 accountants. 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.
- 8.3 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 for Services.
- 8.4 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.

9. Authorization

- 9.1 Frontier represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 9.2 Intrado Comm represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 9.3 Intrado Comm Certification.

Notwithstanding any other provision of this Agreement, Frontier shall have no obligation to execute and perform under this Agreement until such time as Intrado Comm has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the State of Wisconsin. Intrado Comm shall not place any Orders under this Agreement until it has obtained such authorization. Intrado Comm shall provide proof of such authorization to Frontier upon reasonable written request by Frontier.

10. Billing and Payment; Disputed Amounts

- 10.1 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.
- 10.2 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 shall be transmitted by electronic funds transfer.
- 10.3 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 written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. 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.
- 10.4 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 equal to the lesser of: (a) one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month; or, (b) the maximum rate allowed by Applicable Law. A billed Party shall not be obligated to

pay late payment charges on any billed charges that the Parties agree, or that are finally determined by a governmental entity of competent jurisdiction following any applicable appeals, not to be due to the billing Party.

- 10.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

11. Confidentiality

- 11.1 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:
- 11.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
 - 11.1.2 Any forecasting information provided pursuant to this Agreement;
 - 11.1.3 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 directory assistance, 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);
 - 11.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);
 - 11.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;" and
 - 11.1.6 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 10.1.5 or 10.1.6.

- 11.2 Except as otherwise provided in this Agreement, the Receiving Party shall:
- 11.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and
 - 11.2.2 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.

- 11.3 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.
- 11.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:
 - 11.4.1 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;
 - 11.4.2 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;
 - 11.4.3 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;
 - 11.4.4 is independently developed by the Receiving Party;
 - 11.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - 11.4.6 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.
- 11.5 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.

- 11.6 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.
- 11.7 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.
- 11.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

12. 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.

13. 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.

14. Discontinuance of Service by Intrado Comm

- 14.1 If Intrado Comm proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers in the Frontier territory covered by this Agreement, whether voluntarily, as a result of bankruptcy, or for any other reason, Intrado Comm shall send written notice of such discontinuance to Frontier, the Commission, and, to the extent required by Applicable Law, each of Intrado Comm's Customers. Intrado Comm 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, Intrado Comm shall send such notice at least thirty (30) days prior to its discontinuance of service.
- 14.2 Such notice to Intrado Comm's Customers must comply with the requirements of Applicable Law and must advise each Intrado Comm Customer that unless action is taken by the Intrado Comm Customer to switch to a different carrier prior to Intrado Comm's proposed discontinuance of service, the Intrado Comm Customer will be without the service provided by Intrado Comm to the Intrado Comm Customer.

- 14.3 Should an Intrade Comm Customer subsequently become a Frontier Customer, to the extent required by Applicable Law and authorized by the Customer in accordance with Applicable Law, Intrade Comm shall provide Frontier with all information necessary for Frontier to establish service for the Intrade Comm Customer, including, but not limited to, the Intrade Comm Customer's billed name, listed name, service address, and billing address, and the services being provided to the Intrade Comm Customer.
- 14.4 Nothing in this Section 13 shall limit Frontier's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement in accordance with this Agreement.

15. Dispute Resolution

- 15.1 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 (10) 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.
- 15.2 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.

16. Force Majeure

- 16.1 Neither Party shall be responsible for any delay or failure in performance 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.
- 16.2 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.

- 16.3 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; provided that, if as a result of a Force Majeure Event the non-performing Party does not provide a Service to the other Party, then the other Party shall not be obligated to pay the charges for the Service for the period, and to the extent, that the non-performing Party does not provide the Service.
- 16.4 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.

17. Forecasts

In addition to any other forecasts required by this Agreement, to the extent that Intrado Comm is reasonably able to provide to Frontier forecasts regarding the Services that Intrado Comm expects to purchase from Frontier (including, but not limited to, forecasts regarding the types and volumes of Services that Intrado Comm expects to purchase and the locations where such Services will be purchased), upon written request by Frontier, Intrado Comm shall provide such forecasts to Frontier. In addition to any other forecasts required by this Agreement, to the extent that Frontier is reasonably able to provide to Intrado Comm forecasts regarding the Services that Frontier expects to purchase from Intrado Comm (including, but not limited to, forecasts regarding the types and volumes of Services that Frontier expects to purchase and the locations where such Services will be purchased), upon written request by Intrado Comm, Frontier shall provide such forecasts to Intrado Comm. Forecast information provided by one Party to the other Party pursuant to this Section 16 shall be "Confidential Information" under Section 10 of this Agreement.

18. Fraud

Intrado Comm assumes responsibility for investigating all fraud and alleged fraud associated with its Customers and accounts. Frontier shall bear no responsibility for, and shall have no obligation to make adjustments to Intrado Comm's account in cases of, fraud, or alleged fraud, by Intrado Comm's Customers or other third parties. Except as otherwise required by Applicable Law upon request by a governmental entity of appropriate authority, Frontier shall have no obligation to investigate cases of fraud, or alleged fraud, by Intrado Comm's Customers or other third parties.

19. 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. If and, to the extent that, Frontier, prior to the Effective Date of this Agreement, has not provided in the State of Wisconsin a Service offered under this Agreement and this Agreement does not contain rates, terms and conditions for such Service, Frontier reserves the right to negotiate in good faith with Intrado Comm reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

20. 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.

21. Indemnification

- 21.1 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 (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party’s Affiliates, in connection with this Agreement.
- 21.2 Indemnification Process.
- 21.2.1 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.
- 21.2.2 An Indemnifying Party’s obligations under Section 20.1 shall be conditioned upon the following:
- 21.2.3 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.
- 21.2.4 If the Indemnified Person fails to comply with Section 20.2.3 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.
- 21.2.5 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.
- 21.2.6 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.

- 21.2.7 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.
- 21.2.8 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.
- 21.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.
- 21.3 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.
- 21.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

22. Insurance

- 22.1 Intrado Comm shall maintain during the term of this Agreement and for a period of two years thereafter all insurance required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance required by Applicable Law. The insurance 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, Intrado Comm shall maintain the following insurance:
 - 22.1.1 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.
 - 22.1.2 Commercial Motor Vehicle Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.

- 22.1.3 Excess Liability Insurance, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
 - 22.1.4 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.
 - 22.1.5 All risk property insurance on a full replacement cost basis for all of Intrado Comm's real and personal property located at any Collocation site or otherwise located on or in any Frontier premises (whether owned, leased or otherwise occupied by Frontier), facility, equipment or right-of-way.
- 22.2 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 Frontier pursuant to Sections 21.4 and 21.5, and Frontier reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of Intrado Comm.
- 22.3 Intrado Comm shall name Frontier and Frontier's Affiliates as additional insureds on the foregoing liability insurance.
- 22.4 Intrado Comm shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, Intrado Comm's insurance policies, and at such other times as Frontier may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Frontier. The certificates or other proof of the foregoing insurance shall be sent to:
- Frontier Communications
Attn: Carrier Services, Proof of Insurance
180 S. Clinton Ave
Rochester, NY 14646
- 22.5 Intrado Comm shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Frontier or Frontier's affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Frontier certificates or other adequate proof of such insurance acceptable to Frontier in accordance with Section 21.4.
- 22.6 Failure of Intrado Comm or Intrado Comm's contractors to maintain insurance and provide certificates of insurance as required in Sections 21.1 through 21.5, above, shall be deemed a material breach of this Agreement.
- 22.7 Certificates furnished by Intrado Comm or Intrado Comm's contractors shall contain a clause stating: "Frontier North Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

23. Intellectual Property

- 23.1 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.

- 23.2 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.
- 23.3 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.
- 23.4 Intrado Comm agrees that the Services provided by Frontier 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 Frontier and Frontier's vendors. Frontier agrees to advise Intrado Comm, directly or through a third party, of any such terms, conditions or restrictions that may limit any Intrado Comm use of a Service provided by Frontier that is otherwise permitted by this Agreement. At Intrado Comm's written request, to the extent required by Applicable Law, Frontier will use Frontier's best efforts, as commercially practicable, to obtain intellectual property rights from Frontier's vendor to allow Intrado Comm to use the Service in the same manner as Frontier that are coextensive with Frontier's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Frontier has obtained Frontier's intellectual property rights. Intrado Comm shall reimburse Frontier for the cost of obtaining such rights; provided that, (a) Frontier has furnished to Intrado Comm an estimate of the cost of obtaining the rights, and after receiving such estimate Intrado Comm has requested Frontier to obtain the rights, or (b) Frontier has notified Intrado Comm that Frontier will not furnish to Intrado Comm an estimate of the cost of obtaining the rights, and after receiving such notice Intrado Comm has requested Frontier to obtain the rights.

24. 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.

25. Law Enforcement

- 25.1 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.

- 25.2 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.
- 25.3 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.

26. Liability

- 26.1 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.
- 26.2 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.
- 26.3 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 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.
- 26.4 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.
- 26.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:
- 26.5.1 under Sections 20, Indemnification, or 41, Taxes.
 - 26.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.
 - 26.5.3 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;
 - 26.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

- 26.5.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or
 - 26.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 26.6 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.

27. Network Management

- 27.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. Intrado Comm and Frontier 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 subject to Section 17, to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 27.2 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.
- 27.3 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:
- 27.3.1 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 taken other actions, if any, required by Applicable Law; and,
 - 27.3.2 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.
- 27.4 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 Frontier's standard procedures for isolating and clearing the outage or trouble.

28. 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.

29. 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.

30. Notices

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

30.1.1 shall be in writing;

30.1.2 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), preceding; and

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

To Intrado Comm:

Intrado Communications Inc.
Director-Regulatory Compliance
1601 Dry Creek Drive
Longmont, CO 80503
Facsimile Number: 720-494-6600
Internet Address: regulatory@intrado.com

To Frontier:

Frontier Communications
Attn: Director, Business Operations
180 S. Clinton Ave
Rochester, NY 14646
Telephone Number: 585-777-5131
Fascimile Number: 585-424-1196

with a copy to:

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

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.

Intrado Comm shall notify Frontier, by written notice pursuant to this Section 29, of any changes in the addresses or other Intrado Comm contact information identified under Section 29.1.3 above. Frontier shall notify Intrado Comm, by written notice pursuant to this Section 29, of any changes in the addresses or other Frontier contact information identified under Section 29.1.3 above.

31. Ordering and Maintenance

Intrado Comm shall use Frontier'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 Frontier has not yet deployed an electronic capability for Intrado Comm to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Frontier, Intrado Comm shall use such other processes as Frontier 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). If Frontier wishes to obtain Services from Intrado under this Agreement, the Parties shall establish mutually acceptable processes for Frontier to submit to Intrado Comm Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions.

32. Performance Standards

- 32.1 Frontier 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.
- 32.2 Intrado Comm shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

33. Point of Contact for Intrado Comm Customers

- 33.1 Intrado Comm shall establish telephone numbers and mailing addresses at which Intrado Comm Customers may communicate with Intrado Comm and shall advise Intrado Comm Customers of these telephone numbers and mailing addresses.
- 33.2 Except as otherwise agreed to by Frontier, Frontier shall have no obligation, and may decline, to accept a communication from an Intrado Comm Customer, including, but not limited to, an Intrado Comm Customer request for repair or maintenance of a Frontier Service provided to Intrado Comm.

34. Predecessor Agreements

- 34.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:
 - 34.1.1 Further to the provisions of Section 1 of the General Terms and Conditions of this Agreement, any prior interconnection or resale agreement between the Parties for the State of Wisconsin pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby amended, extended and restated; and
 - 34.1.2 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 prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.
- 34.2 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.
- 34.3 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.

35. Publicity and Use of Trademarks or Service Marks

- 35.1 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.
- 35.2 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.

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

36. References

- 36.1 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.
- 36.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Frontier or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

37. Relationship of the Parties

- 37.1 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.
- 37.2 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.
- 37.3 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.
- 37.4 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.
- 37.5 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.
- 37.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

38. Reservation of Rights

- 38.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision 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; (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; and (e) to collect debts owed to it under any prior interconnection or resale agreements. 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.

38.2 Intrado Comm acknowledges Intrado Comm has been advised by Frontier that it is Frontier's position that this Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.

39. 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.

40. 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.

41. 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.

42. Taxes

42.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (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 bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (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 as and to the extent required by Applicable Law.

42.2 Taxes Imposed on the Providing Party or Receipts. With respect to any purchase of Services under this Agreement, 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 to a public utility, distributor, telephone company, local exchange

carrier, telecommunications company or other communications company (“Telecommunications Company”), such exclusion being based on the fact that the Purchasing Party is also subject to a tax based upon receipts (“Receipts Tax”), then the Purchasing Party shall pay and remit the Receipts Tax as required by Applicable Law.

- 42.3 Taxes Imposed on Subscriber. With respect to any purchase of Services under this Agreement 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, or if any federal, state or local Tax is imposed on the Providing Party and required by Applicable Law to be passed through to the Subscriber, then the Purchasing Party (a) shall impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.
- 42.4 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.41.7. 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, acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.
- 42.5 Liability for Uncollected Tax, Interest and Penalty.
- 42.5.1 If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for 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 unbilled Tax and any interest assessed thereon and (b) the Providing Party shall be liable for any penalty assessed with respect to such unbilled Tax by a taxing authority.
- 42.5.2 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 41.2, 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.
- 42.5.3 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, invalid or inapplicable 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.

- 42.5.4 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, (a) the Providing Party shall be liable for any Tax imposed on its receipts and (b) 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 the applicable taxing authority.
- 42.5.5 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.
- 42.6 Audit Cooperation. 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.
- 42.7 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 Frontier:

Frontier Communications
Attn: Director, Business Operations
180 S. Clinton Ave
Rochester, NY 14646
Telephone Number: 585-777-5131
Fascimile Number: 585-424-1196

To Intrado Comm:

Director – Regulatory Compliance
1601 Dry Creek Drive
Longmont, CO 80503

Each 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.

43. Technology Upgrades

Notwithstanding any other provision of this Agreement, except as may be prohibited or conditioned under Applicable Law, each Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion, including, but not limited to, through the incorporation of new facilities, equipment and/or software.

44. Territory

44.1 This Agreement applies to the territory in which Frontier operates as an Incumbent Local Exchange Carrier in the State of Wisconsin. Frontier shall be obligated to provide Services under this Agreement only within this territory.

44.2 Notwithstanding any other provision of this Agreement, Frontier may terminate this Agreement as to a specific operating territory or portion thereof if Frontier, with any necessary approvals from the Commission and/or the FCC, sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Frontier shall provide Intrado Comm with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date Frontier sells or otherwise transfers its operations to the third-person.

45. 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.

46. [This Section Intentionally Left Blank]

47. 252(i) Obligations

To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act.

48. 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.

49. 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.

50. 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.

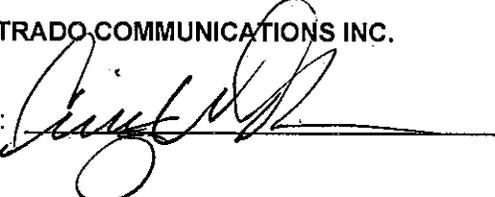
51. Withdrawal of Services

- 51.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Frontier may terminate its offering and/or provision of any Service under this Agreement upon ninety (90) days prior written notice to Intrado Comm.
- 51.2 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Frontier may with forty-five (45) days prior written notice to Intrado Comm terminate any provision of this Agreement that provides for the payment by Frontier to Intrado Comm of compensation related to traffic, including, but not limited to, Reciprocal Compensation Charges and other types of compensation for termination of traffic delivered by Frontier to Intrado Comm. Following such termination, except as otherwise agreed in writing by the Parties, Frontier shall be obligated to provide compensation to Intrado Comm related to traffic only to the extent required by Applicable Law. If Frontier exercises its right of termination under this Section, the Parties shall negotiate in good faith appropriate substitute provisions for compensation related to traffic; provided, however, that except as otherwise voluntarily agreed by Frontier in writing in its sole discretion, Frontier shall be obligated to provide compensation to Intrado Comm related to traffic only to the extent required by Applicable Law. If within thirty (30) days after Frontier's notice of termination the Parties are unable to agree in writing upon mutually acceptable substitute provisions for compensation related to traffic, either Party may submit their disagreement to dispute resolution in accordance with Section 14 of this Agreement.

SIGNATURE PAGE

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

INTRADO COMMUNICATIONS INC.

By: 

Printed: Craig W. Donaldson

Title: Senior Vice President, Regulatory & Government Affairs, Regulatory Counsel

FRONTIER NORTH INC.

By: 

Printed: Stephen Levan

Title: SVP, Carrier Sales and Services

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 a term listed in this Glossary is used in the Principal Document, the term shall have the meaning 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 in 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, but not limited to, by the Telecommunications Act of 1996).
- 2.2 Affiliate.
Shall have the meaning set forth in the Act.
- 2.3 Agent.
An agent or servant.
- 2.4 Agreement.
This Agreement, as defined in Section 1 of the General Terms and Conditions.
- 2.5 ALI (Automatic Location Identification) Database.
An emergency services (E-911) database containing caller address/location information including the carrier name, National Emergency Numbering Administration (“NENA”) ID, Call Back Number, and other carrier information used to process caller location records.

- 2.6 ANI (Automatic Number Identification).
Telephone number associated with the access line from which a call originates.
- 2.7 Applicable Law.
All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement.
- 2.8 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.
- 2.9 BFR (Bona Fide Request).
The process described in the Network Element Attachment that prescribes the terms and conditions relating to a Party's request that the other Party provide a UNE that it is not otherwise required to provide under the terms of this Agreement.
- 2.10 Business Day.
Monday through Friday, except for holidays observed by Frontier.
- 2.11 Calendar Quarter.
January through March, April through June, July through September, or October through December.
- 2.12 Calendar Year.
January through December.
- 2.13 Call Back Number.
A telephone number that can be used by the PSAP to re-contact the location from which a 911/E-911 Call was placed. The telephone number may or may not be the telephone number of the station used to originate the 911/E-911 Call.
- 2.14 Central Office.
An End Office or Tandem. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.
- 2.15 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).
- 2.16 CLEC (Competitive Local Exchange Carrier).
Any Local Exchange Carrier other than Frontier that is operating as a Local

Exchange Carrier in the territory in which Frontier operates as an ILEC in the State of Wisconsin. Intrado Comm is or shortly will become a CLEC.

2.17 CLLI Codes.

Common Language Location Identifier Codes.

2.18 Commission.

Wisconsin Public Service Commission.

2.19 Controlling 911 Authority.

The duly authorized state, county or local government agency empowered by law to oversee the 911/E-911 services, operations and systems within a defined area (such as a county, city or other jurisdiction).

2.20 CPNI (Customer Proprietary Network Information).

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

2.21 Customer.

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties, including, but not limited to, a third party business end-user subscriber to Telephone Exchange Services provided by either of the Parties for use by a PSAP.

2.22 Dark Fiber Loop.

Consists of fiber optic strand(s) in a Frontier fiber optic cable between Frontier's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Frontier End Office, and Frontier's accessible terminal located in Frontier's main termination point at a Customer premises, such as a fiber patch panel, and that Frontier has not activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

2.23 Dark Fiber Transport.

An optical transmission facility, within a LATA, that Frontier has not activated by attaching multiplexing, aggregation or other electronics, between Frontier switches (as identified in the LERG) or UNE Wire Centers.

2.24 Dedicated Transport.

A DS0-, DS1-, or DS3-capacity transmission facility between Frontier switches (as identified in the LERG) or UNE Wire Centers, within a LATA, that is dedicated to a particular end user or carrier. Dedicated Transport is sometimes referred to as dedicated interoffice facilities ("IOF"). Dedicated Transport does not include any facility that does not connect a pair of Frontier UNE Wire Centers.

2.25 Digital Signal Level.

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

2.26 Discontinued Facility.

Any facility, element, arrangement or the like that the Federal Unbundling Rules do not require Frontier to provide on an unbundled basis to Intrado Comm, whether because the facility was never subject to an unbundling requirement under the Federal Unbundling Rules, because the facility by operation of law has ceased or ceases to be subject to an unbundling requirement under the Federal Unbundling Rules, or otherwise.

2.27 DS0 (Digital Signal Level 0).

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

2.28 DS1 (Digital Signal Level 1).

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

2.29 DS1 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 1.544 Mbps.

2.30 DS3 (Digital Signal Level 3).

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

2.31 DS3 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 44.736 Mbps.

2.32 DS3 Loop.

A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving UNE Wire Center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Frontier TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate.

2.33 End Office.

A switching entity that is used for connecting lines to lines or lines to trunks for the purpose of originating/terminating calls. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.34 Exchange Access.

Shall have the meaning set forth in the Act.

2.35 Exchange Access Service Charges.

Rates and charges for Exchange Access services, facilities, arrangements and the like.

2.36 FCC.

The Federal Communications Commission.

2.37 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, Inter-carrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001).

2.38 FCC Regulations.

The unstayed, effective regulations promulgated by the FCC, as amended from time to time.

2.39 Federal Unbundling Rules.

Any lawful requirement to provide access to unbundled Network Elements or Combinations of unbundled Network Elements that is imposed upon Frontier by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Any reference in this Agreement to "Federal Unbundling Rules" shall not include an unbundling requirement if the unbundling requirement does not exist under both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

2.40 FTTP Loop.

A Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in an end user's serving End Office to the demarcation point at the end user's customer premises or to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to the end user's customer premises demarcation point, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the demarcation point at the respective end users' customer premises; provided, however, that in the case of predominantly residential multiple dwelling units (MDUs), an FTTP Loop is a Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in the End Office that serves the multiunit premises: (a) to or beyond the multiunit premises' minimum point of entry (MPOE), as defined in 47 C.F.R. § 68.105; or (b) to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to or beyond the multiunit premises' MPOE, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the MPOE at the multiunit premises.

2.41 House and Riser Cable.

A two-wire metallic distribution facility in Frontier's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the Rate Demarcation Point for such facility (or NID) if the NID is located at such Rate Demarcation Point).

2.42 Hybrid Loop.

A Loop composed of both fiber optic cable and copper wire or cable. An FTTP Loop is not a Hybrid Loop.

2.43 IDLC (Integrated Digital Loop Carrier).

A subscriber Loop carrier system that integrates within the switch at a DS1 level,

which is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

2.44 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.45 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.

2.46 Intercarrier Compensation Charges.

Rates and charges for the transport and termination of ISP-bound Traffic, as provided in the FCC Internet Order and other applicable FCC Orders and FCC Regulations.

2.47 Interconnection Wire Center.

A building or portion thereof which serves as the premises for one or more End Offices, Tandems, 911 Tandem/Selective Routers, and related facilities.

2.48 InterLATA Service.

Shall have the meaning set forth in the Act.

2.49 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.50 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).

2.51 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.52 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.53 LERG (Local Exchange Routing Guide).

A Telcordia Technologies reference containing NPA (Numbering Plan Area)/NXX routing and homing information.

2.54 LIDB (Line Information Data Base).

Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by Frontier and

other entities and validation data for collect and third number-billed calls (e.g., data for billed number screening).

2.55 Loop.

A transmission path that extends from a Main Distribution Frame 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.

2.56 LSR (Local Service Request).

An industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold Telecommunications Services and Network Elements.

2.57 MDF (Main Distribution Frame).

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

2.58 Mobile Wireless Services.

Any mobile wireless Telecommunications Service, including any commercial mobile radio service.

2.59 MSAG (Master Street Address Guide).

A database of street names and house number ranges within their associated communities defining emergency service zones and their associated emergency service numbers to enable proper routing of 911/E-911 Calls.

2.60 Network Element.

Shall have the meaning stated in the Act.

2.61 NID (Network Interface Device).

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

2.62 911/E-911 Call(s).

Call(s) made by an end user (including, but not limited to, a Frontier End User) by dialing the three digit telephone number "911" to facilitate the reporting of an emergency requiring response by a public safety agency.

2.63 911/E-911 Service Provider.

A Telecommunications Carrier authorized to provide 911/E-911 network

Telecommunications Services within a particular area (such as a county, city or other jurisdiction). A 911/E-911 Service Provider may also be authorized to provide 911/E-911 ALI Database services within an area where it is authorized to provide 911/E-911 network Telecommunications Services. For the purposes of this Agreement only, as between Intrado Comm and Frontier:

(a) Intrado Comm shall be deemed to be the 911/E-911 Service Provider for an area and the PSAP(s) serving that area, if Intrado Comm has been selected by the Controlling 911 Authority for that area to provide 911/E-911 network Telecommunications Services for that area and the PSAP(s) serving that area and to directly interconnect with the PSAP(s) and provide transmission and routing of 911/E-911 Calls from Frontier's network to the PSAP(s); and,

(b) Frontier shall be deemed to be the 911/E-911 Service Provider for an area and the PSAP(s) serving that area, if Frontier has been selected by the Controlling 911 Authority for that area to provide 911/E-911 network Telecommunications Services for that area and the PSAP(s) serving that area and to directly interconnect with the PSAP(s) and provide transmission and routing of 911/E-911 Calls from Frontier's network to the PSAP(s).

2.64 911 Tandem/Selective Router.

Switching or routing equipment that is used for routing 911/E-911 Calls to a PSAP and that also may be used to transfer 911/E911 Calls between PSAPs.

2.65 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).

2.66 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).

2.67 POI (Point of Interconnection).

The physical location where the Parties' respective facilities physically interconnect for the purpose of mutually exchanging their traffic. As set forth in the 911 Attachment, a Point of Interconnection shall be at a technically feasible point on Frontier's network in a LATA. By way of example, a technically feasible Point of Interconnection on Frontier's network in a LATA would include an applicable Frontier Tandem Interconnection Wire Center, Frontier End Office Interconnection Wire Center, or Frontier 911 Tandem/Selective Router Interconnection Wire Center, but, notwithstanding any other provision of this Agreement or a Tariff or otherwise, would not include an Intrado Comm Interconnection Wire Center, Intrado Comm switch or selective router, or any portion of a transport facility provided by Frontier to Intrado Comm or another party between (x) a Frontier Interconnection Wire Center, switch or selective router and (y) the Interconnection Wire Center, switch or selective router of Intrado Comm or another party.

2.68 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.

- 2.69 Providing Party.
A Party offering or providing a Service to the other Party under this Agreement.
- 2.70 PSAP.
Public Safety Answering Point.
- 2.71 Purchasing Party.
A Party requesting or receiving a Service from the other Party under this Agreement.
- 2.72 Qualifying UNE.
An unbundled Network Element or a combination of unbundled Network Elements obtained, pursuant to the Federal Unbundling Rules, under this Agreement or a Frontier UNE Tariff.
- 2.73 Qualifying Wholesale Services.
Wholesale services obtained from Frontier under a Frontier access Tariff or a separate wholesale agreement.
- 2.74 Rate Demarcation Point.
The physical point in a Frontier provided network facility at which Frontier'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, Frontier's applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.
- 2.75 Reciprocal Compensation Charges.
Rates and charges for the transport and termination of telecommunications pursuant to 47 U.S.C. § 251(b)(5) and 47 CFR Part 51, Subpart H.
- 2.76 [Intentionally Left Blank]
- 2.77 Service.
Any Interconnection arrangement, Network Element, Telecommunications Service, collocation arrangement, or other service, facility or arrangement, offered by a Party under this Agreement.
- 2.78 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). Frontier and Intrado Comm utilize this out-of-band signaling protocol in relation to their routing and completion of traffic.

- 2.79 Sub-Loop Distribution Facility.
A two-wire or four-wire metallic distribution facility in Frontier's network between a Frontier feeder distribution interface ("FDI") and the Rate Demarcation Point for such facility (or NID if the NID is located at such Rate Demarcation Point).
- 2.80 Switched Exchange Access Service.
The offering of transmission and switching services for the purpose of the origination or termination of Telephone Toll Service 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.
- 2.81 Tandem.
A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Offices and between and among End Offices and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.
- 2.82 Tariff.
Any applicable Federal or state tariff of a Party, as amended from time to time.
The term "Tariff" does not include any Frontier 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.
- 2.83 Telcordia Technologies.
Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).
- 2.84 Telecommunications Carrier.
Shall have the meaning set forth in the Act.
- 2.85 Telecommunications Services.
Shall have the meaning set forth in the Act.
- 2.86 Telephone Exchange Service.
Shall have the meaning set forth in the Act.
- 2.87 Telephone Toll Service.
Shall have the meaning set forth in the Act.
- 2.88 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.

2.89 Toxic or Hazardous Substance.

Any substance designated or defined as toxic or hazardous under any "Environmental Law" or that poses 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, State 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.

2.90 Triennial Review Remand Order (TRRO).

The FCC's Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005.

2.91 UDLC (Universal Digital Loop Carrier).

UDLC arrangements consist of a Central Office Terminal and a Remote Terminal located in the outside plant or at a Frontier 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 UNE Loops.

2.92 UNE Wire Center.

Shall have the same meaning as "Wire Center" set forth in 47 C.F.R. § 51.5.

2.93 Frontier End User.

The term "Frontier End User" includes all of the following:

2.93.1 A Frontier Customer;

2.93.2 A subscriber to resold dial tone line Telephone Exchange Service purchased by the subscriber's service provider from Frontier;

2.93.3 A subscriber to resold Frontier Wholesale Advantage Service (Frontier's commercial unbundled Network Element Platform replacement service) purchased by the subscriber's service provider from Frontier; and

2.93.4 Any other end user on the Frontier Telephone Exchange Service network for whom Frontier is responsible for transmission and routing of 911/E-911 Calls to a PSAP.

2.94 [Intentionally Left Blank]

2.95 [Intentionally Left Blank]

2.96 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.

2.97 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. Directory Listing and Directory Distribution

To the extent required by Applicable Law, Frontier will provide directory services to Intrado Comm. Such services will be provided in accordance with the terms set forth herein.

1.1 Listing Information.

As used herein, "Listing Information" means an Intrado Comm 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 Frontier deems necessary for the publication and delivery of directories.

1.2 Listing Information Supply.

Intrado Comm shall provide to Frontier on a regularly scheduled basis, at no charge, and in a format required by Frontier or by a mutually agreed upon industry standard (e.g., Ordering and Billing Forum developed) all Listing Information and the service address for each Intrado Comm Customer whose service address location falls within the geographic area covered by the relevant Frontier directory. Intrado Comm shall also provide to Frontier on a daily basis: (a) information showing Intrado Comm Customers who have disconnected or terminated their service with Intrado Comm; and (b) delivery information for each non-listed or non-published Intrado Comm Customer to enable Frontier to perform its directory distribution responsibilities. Frontier shall promptly provide to Intrado Comm (normally within forty-eight (48) hours of receipt by Frontier, excluding non-business days) a query on any listing that is not acceptable.

1.3 Listing Inclusion and Distribution.

Frontier shall include each Intrado Comm 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 Frontier in its sole discretion, and shall provide initial distribution of such directories to such Intrado Comm 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 Intrado Comm's Customers shall be interfiled with listings of Frontier's Customers and the Customers of other LECs included in the Frontier directories. Intrado Comm shall pay Frontier's Tariffed charges for additional, foreign, and other listings products (as documented in local Tariff) for Intrado Comm's Customers.

1.4 Frontier Information.

Upon request by Intrado Comm, Frontier shall make available to Intrado Comm the following information to the extent that Frontier provides such information to its own business offices: a directory list of relevant NXX codes, directory and Customer Guide close dates, and Yellow Pages headings. Frontier shall also make available to Intrado Comm, on Frontier's Wholesale website (or, at

Frontier's option, in writing) Frontier's directory listings standards and specifications.

1.5 Confidentiality of Listing Information.

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

1.6 Accuracy.

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of Intrado Comm Customer listings. At Intrado Comm's request, Frontier shall provide Intrado Comm with a report of all Intrado Comm Customer listings in a reasonable timeframe prior to the service order close date for the applicable directory. Frontier shall process any corrections made by Intrado Comm with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

1.7 Indemnification.

Intrado Comm shall adhere to all practices, standards, and ethical requirements established by Frontier with regard to listings. By providing Frontier with Listing Information, Intrado Comm warrants to Frontier that Intrado Comm has the right to provide such Listing Information to Frontier on behalf of its Customers. Intrado Comm 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. Intrado Comm agrees to release, defend, hold harmless and indemnify Frontier from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Frontier's publication or dissemination of the Listing Information as provided by Intrado Comm hereunder.

1.8 Liability.

Frontier's liability to Intrado Comm in the event of a Frontier error in or omission of an Intrado Comm Customer listing shall not exceed the amount actually paid by Intrado Comm to Frontier for such listing. Intrado Comm agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Frontier's liability to Intrado Comm's Customers in the event of a Frontier error in or omission of a listing shall be subject to the same limitations of liability applicable between Frontier and its own Customers as set forth in Frontier's applicable Tariffs.

1.9 Service Information Pages.

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

1.10 Directory Publication.

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

1.11 Other Directory Services.

Intrado Comm acknowledges that if Intrado Comm desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Frontier's directory publishing company.

2. Operations Support Systems (OSS) Services

2.1 Definitions.

The terms listed below shall have the meanings stated below:

- 2.1.1 Frontier Operations Support Systems: Frontier systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 2.1.2 Frontier OSS Services: Access to Frontier Operations Support Systems functions. The term "Frontier OSS Services" includes, but is not limited to "Frontier OSS Information", as defined in Section 2.1.4 of this Attachment.
- 2.1.3 Frontier OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Frontier to provide Frontier OSS Services to Intrado Comm.
- 2.1.4 Frontier OSS Information: Any information accessed by, or disclosed or provided to, Intrado Comm through or as a part of Frontier OSS Services. The term "Frontier OSS Information" includes, but is not limited to, any Customer Information related to a Frontier Customer or an Intrado Comm Customer accessed by, or disclosed or provided to, Intrado Comm through or as a part of Frontier OSS Services.
- 2.1.5 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.

2.2 Frontier OSS Services.

- 2.2.1 Upon request by Intrado Comm, Frontier shall provide to Intrado Comm Frontier OSS Services. Such Frontier OSS Services will be provided in accordance with, but only to the extent required by, Applicable Law.
 - 2.2.2 Subject to the requirements of Applicable Law, Frontier Operations Support Systems, Frontier Operations Support Systems functions, Frontier OSS Facilities, Frontier OSS Information, and the Frontier OSS Services that will be offered by Frontier, shall be as determined by Frontier. Subject to the requirements of Applicable Law, Frontier shall have the right to change Frontier Operations Support Systems, Frontier Operations Support Systems functions, Frontier OSS Facilities, Frontier OSS Information, and the Frontier OSS Services, from time-to-time, without the consent of Intrado Comm.
 - 2.2.3 To the extent required by Applicable Law, in providing Frontier OSS Services to Intrado Comm, Frontier will comply with Frontier'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 Frontier OSS Services. Frontier's OSS Change Management Guidelines will be set out on a Frontier website.
- 2.3 Access to and Use of Frontier OSS Facilities.
- 2.3.1 Frontier OSS Facilities may be accessed and used by Intrado Comm only to the extent necessary for Intrado Comm's access to and use of Frontier OSS Services pursuant to this Agreement.
 - 2.3.2 Frontier OSS Facilities may be accessed and used by Intrado Comm only to provide Telecommunications Services to Intrado Comm Customers.
 - 2.3.3 Intrado Comm shall restrict access to and use of Frontier OSS Facilities to Intrado Comm. This Section 2 does not grant to Intrado Comm any right or license to grant sublicenses to other persons, or permission to other persons (except Intrado Comm's employees, agents and contractors, in accordance with Section 2.3.7 of this Attachment), to access or use Frontier OSS Facilities.
 - 2.3.4 Intrado Comm shall not (a) alter, modify or damage the Frontier OSS Facilities (including, but not limited to, Frontier software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Frontier OSS Facilities, or (c) obtain access through Frontier OSS Facilities to Frontier databases, facilities, equipment, software, or systems, which are not offered for Intrado Comm's use under this Section 2.
 - 2.3.5 Intrado Comm shall comply with all practices and procedures established by Frontier for access to and use of Frontier OSS Facilities (including, but not limited to, Frontier practices and procedures with regard to security and use of access and user identification codes).
 - 2.3.6 All practices and procedures for access to and use of Frontier OSS Facilities, and all access and user identification codes for Frontier OSS Facilities: (a) shall remain the property of Frontier; (b) shall be used by Intrado Comm only in connection with Intrado Comm's use of

Frontier OSS Facilities permitted by this Section 2; (c) shall be treated by Intrado Comm as Confidential Information of Frontier pursuant to Section 10 of the General Terms and Conditions; and, (d) shall be destroyed or returned by Intrado Comm to Frontier upon the earlier of request by Frontier or the expiration or termination of this Agreement.

2.3.7 Intrado Comm's employees, agents and contractors may access and use Frontier OSS Facilities only to the extent necessary for Intrado Comm's access to and use of the Frontier OSS Facilities permitted by this Agreement. Any access to or use of Frontier OSS Facilities by Intrado Comm'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 2.4.3.2 of this Attachment.

2.4 Frontier OSS Information.

2.4.1 Subject to the provisions of this Section 2, in accordance with, but only to the extent required by, Applicable Law, Frontier grants to Intrado Comm a non-exclusive license to use Frontier OSS Information.

2.4.2 All Frontier OSS Information shall at all times remain the property of Frontier. Except as expressly stated in this Section 2, Intrado Comm shall acquire no rights in or to any Frontier OSS Information.

2.4.3 The provisions of this Section 2.4.3 shall apply to all Frontier OSS Information, except (a) Intrado Comm Usage Information, (b) CPNI of Intrado Comm, and (c) CPNI of a Frontier Customer or an Intrado Comm Customer, to the extent the Customer has authorized Intrado Comm to use the CPNI.

2.4.3.1 Frontier OSS Information may be accessed and used by Intrado Comm only to provide Telecommunications Services to Intrado Comm Customers.

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

2.4.3.3 Except as expressly stated in this Section 2, this Agreement does not grant to Intrado Comm any right or license to grant sublicenses to other persons, or permission to other persons (except Intrado Comm's employees, agents or contractors, in accordance with Section 2.4.3.4 of this Attachment), to access, use or disclose Frontier OSS Information.

2.4.3.4 Intrado Comm's employees, agents and contractors may access, use and disclose Frontier OSS Information only to the extent necessary for Intrado Comm's access to, and use and disclosure of, Frontier OSS Information permitted by this Section 2. Any access to, or use or disclosure of, Frontier OSS Information by Intrado Comm'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 2.4.3.2 of this Attachment.

2.4.3.5 Intrado Comm's license to use Frontier OSS Information shall expire upon the earliest of: (a) the time when the Frontier OSS Information is no longer needed by Intrado Comm to provide Telecommunications Services to Intrado Comm Customers; (b) termination of the license in accordance with this Section 2; or (c) expiration or termination of this Agreement.

2.4.3.6 All Frontier OSS Information received by Intrado Comm shall be destroyed or returned by Intrado Comm to Frontier, upon expiration, suspension or termination of the license to use such Frontier OSS Information.

2.4.4 Unless sooner terminated or suspended in accordance with this Agreement or this Section 2 (including, but not limited to, Section 2.2 of the General Terms and Conditions and Section 2.5.1 of this Attachment), Intrado Comm's access to Frontier OSS Information through Frontier OSS Services shall terminate upon the expiration or termination of this Agreement.

2.4.5 Audits.

2.4.5.1 Frontier shall have the right (but not the obligation), upon written notice to Intrado Comm, to audit Intrado Comm to ascertain whether Intrado Comm is complying with the requirements of Applicable Law and this Agreement with regard to Intrado Comm's access to, and use and disclosure of, Frontier OSS Information. The audit shall be conducted by a third-party selected and paid for by Frontier.

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

2.4.5.3 Information obtained by Frontier pursuant to this Section 2.4.5 shall be treated by Frontier as Confidential Information of Intrado Comm pursuant to Section 10 of the General Terms and Conditions; provided that, Frontier shall have the right (but not the obligation) to use and disclose information obtained by Frontier pursuant to Section 2.4.5 of this Attachment to enforce Frontier's rights under this Agreement or Applicable Law.

2.4.6 Intrado Comm acknowledges that the Frontier OSS Information, by its nature, is updated and corrected on a continuous basis by Frontier, and therefore that Frontier OSS Information is subject to change from time to time.

2.5 Liabilities and Remedies.

2.5.1 Any breach by Intrado Comm, or Intrado Comm's employees, agents or contractors, of the provisions of Sections 2.3 or 2.4 of this Attachment shall be deemed a material breach of this Agreement. In addition, if Intrado Comm or an employee, agent or contractor of Intrado Comm at any time breaches a provision of Sections 2.3 or 2.4 of this Attachment and such breach continues for more than ten (10) days after written notice thereof from Frontier, then, except as otherwise required by Applicable Law, Frontier shall have the right, upon notice to Intrado Comm, to suspend the license to use Frontier OSS Information granted by Section 2.4.1 of this Attachment and/or the provision of Frontier OSS Services, in whole or in part.

2.5.2 Intrado Comm agrees that Frontier would be irreparably injured by a breach of Sections 2.3 or 2.4 of this Attachment by Intrado Comm or the employees, agents or contractors of Intrado Comm, and that Frontier 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.

2.6 Relation to Applicable Law.

The provisions of Sections 2.3, 2.4 and 2.5 of this Attachment with regard to the confidentiality of information shall be in addition to and not in derogation of any provisions of Applicable Law with regard to the confidentiality of information, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Frontier of any right with regard to protection of the confidentiality of the information of Frontier or Frontier Customers provided by Applicable Law.

2.7 Cooperation.

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

2.7.1 Upon request by Frontier, Intrado Comm shall by no later than the fifteenth (15th) day of the last month of each Calendar Quarter submit to Frontier reasonable, good faith estimates of the volume of each type of OSS transaction that Intrado Comm anticipates submitting in each week of the next Calendar Quarter.

2.7.2 Intrado Comm shall reasonably cooperate with Frontier in submitting orders for Frontier Services and otherwise using the Frontier OSS Services, in order to avoid exceeding the capacity or capabilities of such Frontier OSS Services.

2.7.3 Intrado Comm shall participate in cooperative testing of Frontier OSS Services and shall provide assistance to Frontier in identifying and

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

2.8 Frontier Access to Information Related to Intrado Comm Customers.

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

2.8.2 Upon request by Frontier, Intrado Comm shall negotiate in good faith and enter into a contract with Frontier, pursuant to which Frontier may obtain access to Intrado Comm's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Frontier to obtain information related to Intrado Comm Customers (as authorized by the applicable Intrado Comm 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.

2.9 Cancellations.

If Intrado Comm action is required for processing an Order and Intrado Comm has not taken such action within thirty-one (31) calendar days after the original service due date, Frontier may cancel the Order.

3. Poles, Ducts, Conduits and Rights-of-Way

3.1 Frontier shall afford Intrado Comm non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Frontier. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Frontier's applicable Tariffs, or, in the absence of an applicable Frontier Tariff, Frontier's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.

3.2 Intrado Comm shall afford Frontier non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Intrado Comm. Such access shall be provided pursuant to Intrado Comm's applicable Tariffs, or, in the absence of an applicable Intrado Comm Tariff, Intrado Comm's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. The terms, conditions and prices offered to Frontier by Intrado Comm for such access shall be no less favorable than the terms, conditions and prices offered to Intrado Comm by Frontier for access to poles, ducts, conduits and rights of way owned or controlled by Frontier.

4. Unauthorized Carrier Change Charges

In the event either Party requests that the other Party install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) without having obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Laws, the requesting Party shall be liable to the other Party for all charges that would be applicable to the Customer for the

initial change in the Customer's Telecommunications Service and any charges for restoring the Customer's Telecommunications Service to its Customer-authorized condition (all such charges together, the "Carrier Change Charges"), including to the appropriate primary Telephone Exchange Service provider. Such Carrier Change Charges may be assessed on the requesting Party by the other Party at any time after the Customer is restored to its Customer-authorized condition.

NETWORK ELEMENTS ATTACHMENT

1. General

- 1.1 Frontier shall provide to Intrado Comm, in accordance with this Agreement (including, but not limited to, Frontier's applicable Tariffs) and the requirements of the Federal Unbundling Rules, access to Frontier's Network Elements on an unbundled basis and in combinations (Combinations), and UNEs commingled with wholesale services ("Commingling"); provided, however, that notwithstanding any other provision of this Agreement, Frontier shall be obligated to provide access to unbundled Network Elements (UNEs), Combinations, and Commingling to Intrado Comm under the terms of this Agreement only to the extent required by the Federal Unbundling Rules and may decline to provide access to UNEs, Combinations, or Commingling to Intrado Comm to the extent that provision of such UNEs, Combinations, or Commingling is not required by the Federal Unbundling Rules.
- 1.2 Frontier shall be obligated to combine UNEs that are not already combined in Frontier's network only to the extent required by the Federal Unbundling Rules. Except as otherwise required by this Agreement and the Federal Unbundling Rules: (a) Frontier 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 already available in Frontier's network; and (b) Frontier shall have no obligation to construct, modify, or deploy facilities or equipment to offer any UNE or Combination.
- 1.3 Intrado Comm may use a UNE or Combination only for those purposes for which Frontier is required by the Federal Unbundling Rules to provide such UNE or Combination to Intrado Comm. Without limiting the foregoing, Intrado Comm may not access a UNE or Combination for the exclusive provision of Mobile Wireless Services or Interexchange Services. For purposes of this section, "Interexchange Services" shall have the meaning set forth in the Triennial Review Remand Order and subsequent applicable FCC orders.
 - 1.3.1 Frontier shall not be obligated to provide to Intrado Comm, and Intrado Comm shall not request from Frontier, access to a proprietary advanced intelligent network service.
- 1.4 Nothing contained in this Agreement shall be deemed to constitute an agreement by Frontier that any item identified in this Agreement as a Network Element is (i) a Network Element under the Federal Unbundling Rules, or (ii) a Network Element Frontier is required by the Federal Unbundling Rules to provide to Intrado Comm on an unbundled basis or in combination with other Network Elements.
- 1.5 If as the result of Intrado Comm Customer actions (e.g., Customer Not Ready ("CNR")), Frontier cannot complete requested work activity when a technician has been dispatched to the Intrado Comm Customer premises, Intrado Comm will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Customer Not Ready Charge provided for in the Pricing Attachment (or, in the absence of a Customer Not Ready Charge, the Premises Visit Charge as provided in Frontier's applicable retail or wholesale Tariff or in the Pricing Attachment).

1.6 Absence or Cessation of Unbundling Obligation and Related Provisions. The following provisions shall apply notwithstanding any other provision of this Agreement or any Frontier Tariff or SGAT:

1.6.1 Discontinued Facilities.

1.6.1.1 Frontier may cease offering or providing Intrado Comm with access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Frontier has not already ceased offering or providing unbundled access to a particular Discontinued Facility that is a Discontinued Facility as of the Effective Date, Frontier may cease offering or providing unbundled access to such Discontinued Facility immediately upon the Effective Date without further notice to Intrado Comm. Subject to Section 1.7 below, if a facility on or at any time after the Effective Date is or becomes a Discontinued Facility, Frontier, to the extent it has not already ceased providing unbundled access to such Discontinued Facility, and provided it has given at least ninety (90) days written notice of discontinuance in cases where it has not already ceased providing such access, will continue to provide unbundled access to such Discontinued Facility under the Agreement only through the effective date of the notice of discontinuance, and not beyond that date.

1.6.1.2 Where Frontier is permitted to cease providing a Discontinued Facility pursuant to Section 1.6.1 above and Intrado Comm has not submitted an LSR or ASR, as appropriate, to Frontier requesting disconnection of the Discontinued Facility and has not separately secured from Frontier an alternative arrangement to replace the Discontinued Facility, then Frontier, to the extent it has not already done so, may disconnect the subject Discontinued Facility without further notice to Intrado Comm. In lieu of disconnecting the subject Discontinued Facility in the foregoing circumstances, Frontier, in its sole discretion, may elect to: (a) convert the subject Discontinued Facility to an arrangement available under a Frontier access tariff (in which case month-to-month rates shall apply unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which Intrado Comm is then enrolled), a resale arrangement, or other analogous arrangement that Frontier shall identify or has identified in writing to Intrado Comm, or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (or, in Frontier's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Frontier access tariff (at month-to-month rates unless a different rate applies under an applicable special access term/volume plan or other special access tariff arrangement in which Intrado Comm is then enrolled), a resale arrangement, or other analogous arrangement that

Frontier shall identify or has identified in writing to Intrado Comm; provided, however, that Frontier may disconnect the subject Discontinued Facility (or the replacement service to which the Discontinued Facility has been converted) if Intrado Comm fails to pay when due any applicable new rate or surcharge billed by Frontier.

1.7 TRRO Certification and Related Provisions.

1.7.1 TRRO Certification. Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that Intrado Comm seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), Intrado Comm must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, Intrado Comm's request is consistent with the requirements of the TRRO and that Intrado Comm is entitled to unbundled access to the subject element pursuant to section 251(c)(3) of the Act. Intrado Comm shall provide such certification using the automated method that Frontier makes available for that purpose. Intrado Comm's reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired UNE Wire Centers that Frontier makes or has made available to Intrado Comm by notice and/or by publication on Frontier's wholesale website (the "Wire Center List") and any back-up data that Frontier provides or has provided to Intrado Comm under a non-disclosure agreement or that is otherwise available to Intrado Comm.

1.7.2 Provision-then-Dispute Requirements.

1.7.2.1 Upon receiving a request from Intrado Comm for unbundled access to a TRRO Certification Element and the certification required by Section 1.7.1 above, and except as provided in Section 1.7.2.3 below, Frontier shall process the request in accordance with any applicable standard intervals. If Frontier wishes to challenge Intrado Comm's right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), then (except as provided in Section 1.7.2.3 below) Frontier must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through such other dispute resolution process that Frontier elects to invoke under the dispute resolution provisions of this Agreement.

1.7.2.2 If a dispute pursuant to section 1.7.2.1 above is resolved in Frontier's favor, then Intrado Comm shall compensate Frontier for the additional charges that would apply if Intrado Comm had ordered the subject facility or service on a month-to-month term under Frontier's interstate special access tariff (except as provided in section 1.7.2.2.1 below as to Dark Fiber Transport) and any other applicable charges, applicable back to the date of provisioning (including, but not limited to, late payment charges for the unpaid difference between UNE and access tariff rates). The month-to-month rates shall apply until such time as

Intrado Comm requests disconnection of the subject facility or an alternative term that Frontier offers under its interstate special access tariff for the subject facility or service.

1.7.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Frontier's access tariffs), the monthly recurring charges that Frontier may charge, and that Intrado Comm shall be obligated to pay, for each circuit shall be the charges for the commercial service that Frontier, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Frontier may, without further notice, disconnect the subject dark fiber facility within thirty (30) days of the date on which the dispute is resolved in Frontier's favor. In any case where Intrado Comm, within thirty (30) days of the date on which the dispute is resolved in Frontier's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Frontier shall continue to provide the Dark Fiber Transport facility at the rates specified above, but only for the duration of the standard interval for installation of the "lit" service.

1.7.2.3 Notwithstanding any other provision of the Agreement, Frontier may reject an Intrado Comm order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where Intrado Comm's order conflicts with a provision of a Frontier Tariff, (b) in any case where Intrado Comm's order conflicts with a non-impaired UNE Wire Center designation set forth in a Wire Center List that Frontier has made available to Intrado Comm by notice and/or by publication on Frontier's wholesale website, (c) in any case where Intrado Comm's order conflicts with a non-impaired UNE Wire Center designation that the Commission or the FCC has ordered or approved or that has otherwise been confirmed through previous dispute resolution (regardless of whether Intrado Comm was a party to such dispute resolution), or (d) as otherwise permitted under the Federal Unbundling Rules (including, but not limited to, upon a determination by the Commission, the FCC, or a court of competent jurisdiction that Frontier may reject orders for TRRO Certification Elements without first seeking dispute resolution).

1.8 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of this Agreement, any negotiations regarding any UNE-replacement arrangement, facility, service or the like that Frontier is not required to provide under the Federal Unbundling Rules (including without limitation any arrangement, facility, service or the like that Frontier offers under an access tariff) shall be deemed not to have been conducted pursuant to the Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration or other requirements under to 47 U.S.C. § 252(b). Any reference in this

Attachment to Frontier's provision of a arrangement, facility, service or the like that Frontier is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed to require or permit: (a) arbitration pursuant to 47 U.S.C. § 252(b) of the rates, terms, or conditions upon which Frontier may provide such arrangement, facility, service or the like, or (b) application of 47 U.S.C. § 252 in any other respect.

2. Frontier's Provision of Network Elements

Subject to the conditions set forth in Section 1 of this Attachment, in accordance with, but only to the extent required by, the Federal Unbundling Rules, Frontier shall provide Intrado Comm access to the following:

- 2.1 Loops, as set forth in Section 3 of this Attachment;
- 2.2 Line Splitting (also referred to as "Loop Sharing"), as set forth in Section 4 of this Attachment;
- 2.3 [Intentionally Left Blank];
- 2.4 Sub-Loops, as set forth in Section 6 of this Attachment;
- 2.5 [Intentionally Left Blank];
- 2.6 Dark Fiber Transport (sometimes referred to as "Dark Fiber IOF"), as set forth in Section 8 of this Attachment;
- 2.7 Network Interface Device, as set forth in Section 9 of this Attachment;
- 2.8 [Intentionally Left Blank];
- 2.9 Dedicated Transport (may also be referred to as "Interoffice Transmission Facilities") (or "IOF"), as set forth in Section 11 of this Attachment;
- 2.10 [Intentionally Left Blank];
- 2.11 Operations Support Systems, as set forth in Section 13 of this Attachment; and
- 2.12 Other UNEs in accordance with Section 14 of this Attachment.

3. Loop Transmission Types

3.1 Subject to the conditions set forth in Section 1 of this Attachment, Frontier shall allow Intrado Comm to access Loops unbundled from local switching and local transport, in accordance with this Section 3 and the rates and charges provided in the Pricing Attachment. Frontier shall allow Intrado Comm access to Loops in accordance with, but only to extent required by, the Federal Unbundling Rules. Subject to the foregoing and the provisions regarding FTTP Loops, in Section 3.5 below, and Hybrid Loops, in Section 3.6 below, the available Loop types are as set forth below:

- 3.1.1 "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 Frontier Technical Reference (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 Frontier TR-72570, as revised from time-to-time. Frontier will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.

- 3.1.2 “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 Loop is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Frontier TR-72570, as revised from time-to-time. Frontier will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
- 3.1.3 “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. This Loop type is more fully described in American National Standards Institute (ANSI) T1.601-1998 and Frontier TR 72575, as revised from time-to-time. In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Frontier 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, Intrado Comm may order a 2-Wire Digital Compatible Loop using 2-wire ISDN ordering codes to provide similar capability. Frontier will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.
- 3.1.4 “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. This Loop type is more fully described in Frontier TR-72575, as revised from time-to-time. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Frontier will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment. The upstream and downstream ADSL power spectral density masks and dc line power limits in Frontier TR 72575, 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, Intrado Comm may order a 2-Wire Digital Compatible Loop using 2-wire ADSL ordering codes to provide similar capability.
- 3.1.5 “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. This Loop type is more fully described in Frontier TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Frontier TR 72575, as revised from time-to-time, must be met. 2-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. The 2-Wire HDSL-Compatible

Loop is available only in the former Bell Atlantic Service areas. In the former GTE Service Areas only, Intrado Comm may order a 2-Wire Digital Compatible Loop using 2-Wire HDSL ordering codes to provide similar capability. Frontier will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.

- 3.1.6 “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. This Loop type is more fully described in Frontier TR-72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Frontier TR 72575, as revised from time-to-time, must be met. 4-Wire HDSL-Compatible Loops will be provided only where existing facilities are available and can meet applicable specifications. Frontier will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.7 “2-Wire IDSL-Compatible Metallic Loop” consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This 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 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 type is more fully described in T1E1.4/2000-002R3, as revised from time-to-time. 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, Intrado Comm may order a 2-Wire Digital Compatible Loop using ISDN ordering codes to provide similar capability. Frontier will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.8 “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 T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This 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 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, Intrado Comm 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. Frontier will not build new facilities or modify existing facilities except to the extent required in Sections 3.2 or 17 of this Attachment.
- 3.1.9 “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. Frontier shall provide 4-Wire 56 kbps Loops to Intrado Comm in accordance with, and subject to, the technical specifications set forth in Frontier TR-72575, as revised from time-to-time. Frontier will not build new facilities or modify existing facilities except to the extent required in Section 17 of this Attachment.

- 3.1.10 “DS1 Loops” provide a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Frontier TR 72575, as revised from time to time. The DS1 Loop includes the electronics necessary to provide the DS1 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS1 transmission rate are not available for the requested DS1 Loop, then Frontier will not install new electronics except to the extent required in Section 17 of this Attachment. Frontier will not build new facilities and will not modify existing facilities except to the extent required in Section 17 of this Attachment. If the electronics necessary to provide Clear Channel (B8ZS) signaling are at the requested installation date available for a requested DS1 Loop, upon request by Intrado Comm, the DS1 Loop will be furnished with Clear Channel (B8ZS) signaling. Frontier will not install new electronics to furnish Clear Channel (B8ZS) signaling. For purposes of provisions implementing any right Frontier may have to cease providing unbundled access to DS1-capacity Loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS1 Loop" further includes any type of Loop described in Section 3.1 of the Network Elements Attachment that provides a digital transmission channel suitable for the transport of 1.544 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS1 Loop set forth in this section.
- 3.1.11 “DS3 Loops” will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Frontier TR 72575, as revised from time to time. The DS3 Loop includes the electronics necessary to provide the DS3 transmission rate. If, at the requested installation date, the electronics necessary to provide the DS3 transmission rate are not available for the requested DS3 Loop, then Frontier will not install new electronics except to the extent required in Section 17 of this Attachment. Frontier will not build new facilities and will not modify existing facilities except to the extent required in Section 17 of this Attachment. For purposes of provisions implementing any right Frontier may have to cease providing unbundled access to DS3-capacity loops under the TRRO pursuant to Section 1 of this Attachment, the term "DS3 Loop" further includes any type of Loop described in Section 3.1 of the Network Elements Attachment that provides a digital transmission channel suitable for the transport of 44.736 Mbps digital signals, regardless of whether the subject Loop meets the specific definition of a DS3 Loop set forth in this section.
- 3.1.12 In the former Bell Atlantic Service Areas only, “Digital Designed Loops” are comprised of designed loops that meet specific Intrado Comm 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:

- 3.1.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
- 3.1.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");
- 3.1.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap (such a Loop with the bridged tap so removed shall be deemed to be a "2W ADSL Compatible Loop");
- 3.1.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
- 3.1.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
- 3.1.12.6 a 2 W Digital Designed Metallic Loop with Frontier-placed ISDN loop extension electronics;
- 3.1.12.7 a 2W SDSL Loop with an option to remove bridged tap; and
- 3.1.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap;
- 3.1.13 Frontier shall make Digital Designed Loops available Intrado Comm at the rates as set forth in the Pricing Attachment.
- 3.1.14 In the former GTE Service Areas only, "Conditioned Loops" are comprised of designed loops that meet specific Intrado Comm requirements for metallic loops over 12k ft. or for conditioning of 2-wire or 4-wire digital or BRI ISDN Loops. "Conditioned Loops" may include requests for:
 - 3.1.14.1 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");
 - 3.1.14.2 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");
 - 3.1.14.3 a 2W Digital or 4W Digital Loop of less than 12k ft. with an option to remove bridged tap (such a 2W Loop with bridged tap so removed shall be deemed to be a "2W Digital Compatible Loop");
 - 3.1.14.4 a 2W Digital Loop with Frontier-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").

- 3.1.15 Frontier shall make Conditioned Loops available to Intrado Comm at the rates as set forth in the Pricing Attachment.
- 3.2 The following ordering procedures shall apply to xDSL Compatible Loops, Digital Designed and Conditioned Loops:
- 3.2.1 Intrado Comm shall place orders for xDSL Compatible Loops, Digital Designed and Conditioned Loops by delivering to Frontier 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.
- 3.2.2 In former Bell Atlantic Service Areas, Frontier 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 Frontier for compatibility with xDSL Compatible or BRI ISDN signals. The results of this survey will be stored in a mechanized database and made available to Intrado Comm as the process is completed in each Central Office. Intrado Comm 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, Frontier 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. Intrado Comm must access Frontier's mechanized loop qualification system through the use of the on-line computer interface at www.Frontier.com in advance of submitting a valid electronic transmittal Service Order for xDSL service arrangements. The loop qualification information provided by Frontier gives Intrado Comm the ability to determine loop composition and 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 Intrado Comm to evaluate the loop qualification information provided by Frontier and determine whether a loop meets Intrado Comm requirements for xDSL Service, including determining whether conditioning should be ordered, prior to submitting an Order.
- 3.2.3 If the Loop is not listed in the mechanized database described in Section 3.2.2 of this Attachment, Intrado Comm 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. In general, Frontier will complete a manual loop qualification request within three (3) Business Days, although Frontier 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.
- 3.2.4 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), Intrado Comm may request an Engineering Query, where available, as described in Section 3.2.7 of this Attachment, 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).

- 3.2.5 Once a Loop has been pre-qualified, Intrado Comm will submit a Service Order pursuant to Section 3.2.1 of this Attachment if it wishes to obtain the Loop.
- 3.2.5.1 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, Frontier will initiate standard Loop provisioning and installation processes, and standard Loop provisioning intervals will apply.
- 3.2.5.2 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, Frontier will search the Customer's serving terminal for a suitable spare facility. If an xDSL Compatible Loop is found within the serving terminal, Frontier will perform a Line and Station Transfer (or "pair swap") whereby the Frontier 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. Frontier 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 Frontier performs a Line and Station Transfer, and additional charges shall apply as set forth in the Pricing Attachment.
- 3.2.6 If Intrado Comm submits a Service Order for an xDSL Compatible or BRI ISDN Loop that has not been prequalified, Frontier will query the Service Order back to Intrado Comm for qualification and will not accept such Service Order until the Loop has been prequalified on a mechanized or manual basis. If Intrado Comm submits a Service Order for an xDSL Compatible or BRI ISDN Loop that is, in fact, not compatible with the requested service (e.g. ADSL, HDSL etc.) in its existing condition, Frontier will respond back to Intrado Comm with a "Nonqualified" indicator and with 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).
- 3.2.7 Where Intrado Comm has followed the prequalification procedure described above and has determined that a Loop is not compatible with xDSL technologies or BRI ISDN service in its existing condition, it may either request an Engineering Query, where available, to determine whether conditioning may make the Loop compatible with the applicable service; or if Intrado Comm is already aware of the conditioning required (e.g., where Intrado Comm has previously requested a qualification and has obtained loop characteristics), Intrado Comm may submit a Service Order for a Digital Designed Loop. Frontier will undertake to condition or extend the Loop in

accordance with this Section 3.2 of this Attachment upon receipt of Intrado Comm's valid, accurate and pre-qualified Service Order for a Digital Designed Loop.

3.2.8 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 Intrado Comm, an interval of eighteen (18) Business Days will be required by Frontier to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

3.2.8.1 Three (3) Business Days will be required following receipt of Intrado Comm'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.

3.2.8.2 Upon completion of an Engineering Work Order, Frontier will initiate the construction order to perform the changes/modifications to the Loop requested by Intrado Comm. 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 Frontier's standard provisioning intervals.

3.2.9 If Intrado Comm requires a change in scheduling, it must contact Frontier to issue a supplement to the original Service Order. If Intrado Comm cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Intrado Comm shall compensate Frontier for an Engineering Work Order charge as set forth in the Pricing Attachment. If Intrado Comm cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, Intrado Comm shall compensate Frontier for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.

3.3 Conversion of Live Telephone Exchange Service to Analog 2W Unbundled Local Loops (Analog 2W Loops).

3.3.1 The following coordination procedures shall apply to "live" cutovers of Frontier Customers who are converting their Telephone Exchange Services to Intrado Comm Telephone Exchange Services provisioned over Analog 2W Loops to be provided by Frontier to Intrado Comm:

3.3.1.1 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 Intrado Comm does not request a coordinated cutover, Frontier will process Intrado Comm's order as a new installation subject to applicable standard provisioning intervals.

- 3.3.1.2 Intrado Comm shall request Analog 2W Loops for coordinated cutover from Frontier by delivering to Frontier a valid electronic Local Service Request (“LSR”). Frontier agrees to accept from Intrado Comm 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 Frontier Regional CLEC Control Center (“RCCC”) and subject to the availability of Frontier’s work force. In the event that Frontier’s work force is not available, Intrado Comm and Frontier shall mutually agree on a New Conversion Time, as defined below. Intrado Comm shall designate the Scheduled Conversion Time subject to Frontier standard provisioning intervals as stated in the Frontier CLEC Handbook, as may be revised from time to time. Within three (3) Business Days of Frontier’s receipt of such valid LSR, or as otherwise required by the Federal Unbundling Rules, Frontier shall provide Intrado Comm the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.
- 3.3.1.3 Intrado Comm shall provide dial tone at the Intrado Comm collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.
- 3.3.1.4 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 four (4) business 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 Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.
- 3.3.1.5 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:
- 3.3.1.5.1 If Frontier 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 Intrado Comm; and
- 3.3.1.5.2 If Intrado Comm requests to reschedule outside the one (1) hour time frame above, Intrado Comm shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

- 3.3.1.6 If Intrado Comm is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Frontier is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Frontier and Intrado Comm will reschedule and, upon request from Intrado Comm, Frontier will credit the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.
- 3.3.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to Intrado Comm 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.
- 3.3.1.8 Conversions involving LNP will be completed according to North American Numbering Council (NANC) standards, via the regional Number Portability Administration Center (NPAC).
- 3.3.1.9 If Intrado Comm requires Analog 2W Loop conversions outside of the regularly scheduled Frontier 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.

3.4 [Intentionally Left Blank].

3.5 FTTP Loops.

- 3.5.1 New Builds. Notwithstanding any other provision of the Agreement or any Frontier Tariff, Intrado Comm shall not be entitled to obtain access to a FTTP Loop, or any segment thereof, on an unbundled basis when Frontier deploys such a Loop to the Customer premises of an end user that has not been served by any Frontier Loop other than a FTTP Loop.
- 3.5.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Frontier Tariff, if (a) Frontier deploys an FTTP Loop to replace a copper Loop previously used to serve a particular end user's customer premises, and (b) Frontier retires that copper Loop and there are no other available copper Loops or Hybrid Loops for Intrado Comm's provision of a voice grade service to that end user's customer premises, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Frontier shall provide Intrado Comm with nondiscriminatory access on an unbundled basis to a transmission path capable of providing DS0 voice grade service to that end user's customer premises.

3.6 Hybrid Loops.

- 3.6.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of this Agreement or any Frontier

Tariff or SGAT, Intrado Comm shall not be entitled to obtain access to the Packet Switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis.

- 3.6.2 Broadband Services. Subject to the conditions set forth in Section 1 of this Attachment, when Intrado Comm seeks access to a Hybrid Loop for the provision of "broadband services", as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Frontier shall provide Intrado Comm with unbundled access to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (but only where impairment has been found to exist, which, for the avoidance of any doubt, does not include instances where Frontier is not required to provide unbundled access to a DS1 Loop or a DS3 Loop under Section 1 of this Attachment) to establish a complete time division multiplexing transmission path between the main distribution frame (or equivalent) in a Frontier End Office serving an end user to the demarcation point at the end user's Customer premises. This access includes access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
- 3.6.3 Narrowband Services. Subject to the conditions set forth in Section 1 of this Attachment, when Intrado Comm seeks access to a Hybrid Loop for the provision to its Customer of "narrowband services", as such term is defined by the FCC, then in accordance with, but only to the extent required by, the Federal Unbundling Rules, Frontier shall, in its sole discretion, either (a) provide access to a spare home-run copper Loop serving that Customer on an unbundled basis, or (b) provide access, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving End Office and the end user's Customer premises, using time division multiplexing technology.
- 3.6.4 IDLC Hybrid Loops and Loops Provisioned via Loop Concentrator. Subject to the conditions set forth in Section 1 of this Attachment, if Intrado Comm requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop) or via Remote Switching technology deployed as a Loop concentrator Frontier shall, in accordance with but only to the extent required by the Federal Unbundling Rules, provide Intrado Comm unbundled access to a Loop capable of voice-grade service to the end user Customer served by the Hybrid Loop.
- 3.6.4.1 Frontier will endeavor to provide Intrado Comm with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.
- 3.6.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Frontier shall, upon request of Intrado Comm, provide unbundled access to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving End Office and the end

user's Customer premises via such technically feasible alternative that Frontier in its sole discretion may elect to employ. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Frontier, Intrado Comm shall be responsible for any of the following charges that apply in the event the technically feasible option involves construction, installation, or modification of facilities: (a) an engineering query charge for preparation of a price quote; (b) upon Intrado Comm's submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set forth in the price quote. If the order is cancelled by Intrado Comm after construction work has started, Intrado Comm shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.

3.6.4.3 Frontier may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.6.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.

4. Line Splitting (also referred to as "Loop Sharing")

- 4.1 Line Splitting is a process in which one CLEC provides narrowband voice service over the low frequency portion of an unbundled copper Loop obtained from Frontier (such CLEC may be referred to as the "VLEC") and a second CLEC provides digital subscriber line service over the high frequency portion of that same Loop (such CLEC may be referred to as the "DLEC"). Line Splitting is accomplished through the use of a splitter collocated at the Frontier central office where the Loop terminates into a distribution frame or its equivalent.
- 4.2 Subject to the conditions set forth in Section 1 of this Attachment, Intrado Comm may engage in Line Splitting, in accordance with this Section 4 and the rates and charges provided for in the Pricing Attachment. Frontier shall provide access to Line Splitting in accordance with, but only to the extent required by, the Federal Unbundling Rules.
- 4.3 Any Line Splitting between Intrado Comm and another CLEC shall be accomplished by prior negotiated arrangement between Intrado Comm and the other CLEC. Intrado Comm shall give Frontier written notice of this arrangement through the Frontier Partner Solutions Local Service Customer Profile Form (formerly referred to as the Frontier Wholesale Local Service Customer Profile Form) on the Frontier Partner Solutions website (formerly referred to as the Frontier wholesale website), or such other electronic notice mechanism that Frontier may make available, at least thirty (30) days prior to placing an order for a Line Splitting arrangement with such other CLEC. The other CLEC must have an interconnection agreement with Frontier that permits it to engage in Line Splitting with Intrado Comm. The VLEC shall be responsible for all rates and charges associated with the subject Loop as well as rates and charges associated with the DLEC's use of the high frequency portion of the Loop, including, but not limited to, service order charges, provisioning and installation charges, central office wiring, loop qualification charges, and OSS charges.
- 4.4 In order to facilitate Intrado Comm's engaging in Line Splitting pursuant to this Section 4, Intrado Comm may order for use in a Line Splitting arrangement,

those Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, appropriate for Line Splitting, that are offered to Intrado Comm by Frontier under the other sections of this Agreement. Such Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, will be provided to Intrado Comm in accordance with, and subject to, the rates and charges and other provisions of this Agreement and Frontier's applicable Tariffs. Frontier shall be obligated to provide Network Elements, Combinations, Collocation arrangements, services, facilities, equipment and arrangements, for Line Splitting only to the extent required by the Federal Unbundling Rules.

- 4.5 Intrado Comm and/or the other participating CLEC shall provide any splitters and/or Digital Subscriber Line Access Multiplexers used in a Line Splitting arrangement.
- 4.6 The standard provisioning interval for the Line Splitting arrangement shall be as set out in the Frontier Product Interval Guide; provided that the standard provisioning interval for a Line Splitting arrangement shall not exceed the shortest of the following intervals: (1) the standard provisioning interval for a Line Splitting arrangement if stated in an applicable Frontier Tariff; or, (2) the standard provisioning interval for a Line Splitting arrangement, if any, established in accordance with the Federal Unbundling Rules. The standard provisioning interval for a Line Splitting arrangement shall commence only after any required engineering and conditioning tasks have been completed. The standard provisioning interval shall not apply where a Line and Station Transfer is performed.
- 4.7 Frontier shall not be liable for any claims, damages, penalties, liabilities or the like of any kind for disruptions to either Intrado Comm's or the other CLEC's respective voice or data services over a Line Splitting arrangement.

5. [This Section Intentionally Left Blank]

6. Sub-Loop

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm, Frontier shall allow Intrado Comm to access Sub-Loops unbundled from local switching and transport, in accordance with the terms of this Section 6 and the rates and charges set forth in the Pricing Attachment. Frontier shall allow Intrado Comm access to Sub-Loops in accordance with, but only to the extent required by, the Federal Unbundling Rules. The available Sub-Loop types are as set forth below.

6.1 Unbundled Sub-Loop Arrangement– Distribution (USLA).

Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm, Frontier shall provide Intrado Comm with access to a Sub-Loop Distribution Facility in accordance with, and subject to, the terms and provisions of this Section 6.1, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Frontier's applicable Tariffs. Frontier shall provide Intrado Comm with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, the Federal Unbundling Rules.

- 6.1.1 Intrado Comm may request that Frontier reactivate (if available) an unused drop and NID or provide Intrado Comm with access to a drop and NID that, at the time of Intrado Comm's request, Frontier is using

to provide service to the Customer (as such term is hereinafter defined).

- 6.1.2 Upon site-specific request, Intrado Comm may obtain access to the Sub-Loop Distribution Facility at a technically feasible access point located near a Frontier remote terminal equipment enclosure at the rates and charges provided for in the Pricing Attachment. It is not technically feasible to access the Sub-Loop Distribution Facility if a technician must access the facility by removing a splice case to reach the wiring within the cable. Intrado Comm may obtain access to a Sub-Loop Distribution Facility through any method required by the Federal Unbundling Rules, in addition to existing methods such as from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if Intrado Comm is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of Intrado Comm at such terminal. If Intrado Comm obtains access to a Sub-Loop Distribution Facility from a TOPIC, Intrado Comm shall install a TOPIC on an easement or Right of Way obtained by Intrado Comm within 100 feet of the Frontier FDI to which such Sub-Loop Distribution Facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Frontier easements, Frontier shall furnish and place an interconnecting cable between a Frontier FDI and an Intrado Comm TOPIC and Frontier shall install a termination block within such TOPIC. Frontier shall retain title to and maintain the interconnecting cable. Frontier shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by Intrado Comm for any of Intrado Comm's electronics in the TOPIC. Intrado Comm shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Frontier easement.
- 6.1.3 Intrado Comm may request from Frontier by submitting a loop make-up engineering query to Frontier, and Frontier shall provide to Intrado Comm, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether the Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.
- 6.1.4 To order access to a Sub-Loop Distribution Facility from a TOPIC, Intrado Comm must first request that Frontier connect the Frontier FDI to which the Sub-Loop Distribution Facility is connected to an Intrado Comm TOPIC. To make such a request, Intrado Comm must submit to Frontier an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which Intrado Comm wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of Intrado Comm's demand for access to Sub-Loop Distribution Facilities at the requested FDI. Intrado Comm must submit the application fee set forth in the Pricing Attachment attached

hereto and Frontier's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution Facility Interconnection Application. Intrado Comm must submit Sub-Loop Interconnection Applications to:

Intrado's Account Manager

- 6.1.5 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Frontier shall provide to Intrado Comm a work order that describes the work that Frontier must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").
- 6.1.6 Intrado Comm shall pay to Frontier fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of Intrado Comm's receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and Frontier shall not be obligated to perform any of the work set forth in such order until Frontier has received such payment. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if Intrado Comm breaches its payment obligation under this Section. Upon Frontier's completion of the work that Frontier must perform to provide Intrado Comm with access to a Sub-Loop Distribution Facility, Frontier shall bill Intrado Comm, and Intrado Comm shall pay to Frontier, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.
- 6.1.7 After Frontier has completed the installation of the interconnecting cable to an Intrado Comm TOPIC and Intrado Comm has paid the full cost of such installation, Intrado Comm can request the connection of Frontier Sub-Loop Distribution Facilities to the Intrado Comm TOPIC. At the same time, Intrado Comm shall advise Frontier of the services that Intrado Comm plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. Intrado Comm shall run any crosswires within the TOPIC.
- 6.1.8 If Intrado Comm requests that Frontier reactivate an unused drop and NID, then Intrado Comm shall provide dial tone (or its DSL equivalent) on the Intrado Comm side of the applicable Frontier FDI at least twenty-four (24) hours before the due date. On the due date, a Frontier technician will run the appropriate cross connection to connect the Frontier Sub-Loop Distribution Facility to the Intrado Comm dial tone or equivalent from the TOPIC. If Intrado Comm requests that Frontier provide Intrado Comm with access to a Sub-Loop Distribution Facility that, at the time of Intrado Comm's request, Frontier is using to provide service to a Customer, then, after Intrado Comm has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Frontier technician shall crosswire the dial tone from the Frontier central office through the Frontier side of the TOPIC and back out again to the Frontier FDI and Frontier Sub-Loop Distribution Facility using the "loop through" approach. On the

due date, Intrado Comm shall disconnect Frontier's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit Intrado Comm's LNP request.

6.1.9 Frontier will not provide access to a Sub-Loop Distribution Facility if Frontier is using the loop of which the Sub-Loop Distribution Facility 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 Frontier-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

6.1.10 Frontier shall provide Intrado Comm with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals

6.1.11 Frontier shall repair and maintain a Sub-Loop Distribution Facility at the request of Intrado Comm and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Frontier's applicable Tariffs. Intrado Comm accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Frontier with appropriate dispatch information based on its test results. If (a) Intrado Comm reports to Frontier a Customer trouble, (b) Intrado Comm requests a dispatch, (c) Frontier dispatches a technician, and (d) such trouble was not caused by Frontier Sub-Loop Distribution Facility facilities or equipment in whole or in part, Intrado Comm shall pay Frontier the charges set forth in the Pricing Attachment and Frontier's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by Intrado Comm is not available at the appointed time. If as the result of Intrado Comm instructions, Frontier is erroneously requested to dispatch to a site on Frontier company premises ("dispatch in"), the charges set forth in Pricing Attachment and Frontier's applicable Tariffs will be assessed per occurrence to Intrado Comm by Frontier. If as the result of Intrado Comm instructions, Frontier is erroneously requested to dispatch to a site outside of Frontier company premises ("dispatch out"), the charges set forth in Pricing Attachment and Frontier's applicable Tariffs will be assessed per occurrence to Intrado Comm by Frontier.

6.2 [Intentionally Left Blank].

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Frontier shall allow Intrado Comm to collocate equipment in a Frontier remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment and the Pricing Attachment.

7. [This Section Intentionally Left Blank]

8. Dark Fiber Transport and Transitional Provision of Embedded Dark Fiber Loops

8.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm, Frontier shall provide Intrado Comm with access to unbundled Dark Fiber Transport in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and rates, terms and conditions of Frontier's applicable Tariffs. Frontier shall not be required to

provide, and Intrado Comm shall not request or obtain, unbundled access to any dark fiber facility that does not meet the definition of Dark Fiber Transport (except to the extent Frontier is required to provide Intrado Comm with unbundled access to Intrado Comm's embedded base of Dark Fiber Loops under Section 8.3 below). For the avoidance of any doubt, notwithstanding any other provision of this Agreement, a Frontier Tariff, or otherwise, Frontier shall not be required to provide, and Intrado Comm shall not request or obtain, Dark Fiber Transport that does not connect a pair of Frontier UNE Wire Centers. Access to unbundled Dark Fiber Transport will be provided by Frontier only where existing facilities are available except as provided in Section 17 below. Access to Dark Fiber Transport will be provided in accordance with, but only to the extent required by, the Federal Unbundling Rules. Dark Fiber Transport consists of Frontier optical transmission facilities without attached multiplexers, aggregation or other electronics. To the extent Frontier's Dark Fiber Transport contains any lightwave repeaters (e.g., regenerators or optical amplifiers) installed thereon, Frontier shall not remove the same. Except as otherwise required by the Federal Unbundling Rules, the following terms and conditions apply to Frontier's Dark Fiber Transport offerings.

- 8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Transport:
- 8.2.1 [Intentionally Left Blank].
 - 8.2.2 Intrado Comm may access Dark Fiber Transport only at a pre-existing Frontier accessible terminal of such Dark Fiber Transport, and Intrado Comm may not access Dark Fiber Transport at any other point, including, but not limited to, a splice point or case. Dark Fiber Transport is not available to Intrado Comm unless such Dark Fiber Transport is already terminated on an existing Frontier accessible terminal. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Frontier UNE Wire Center, and not terminated to a fiber patch panel, are not available to Intrado Comm.
 - 8.2.3 Except if and, to the extent required by, the Federal Unbundling Rules and Section 17 below, Frontier will not perform splicing (e.g., introduce additional splice points or open existing splice points or cases) to accommodate Intrado Comm's request.
 - 8.2.4 Frontier shall perform all work necessary to install a cross connect or a fiber jumper from a Frontier accessible terminal to an Intrado Comm collocation arrangement.
 - 8.2.5 A "Dark Fiber Inquiry Form" must be submitted prior to submitting an ASR. Upon receipt of Intrado Comm's completed Dark Fiber Inquiry Form, Frontier will initiate a review of its cable records to determine whether Dark Fiber Transport may be available between the locations and in the quantities specified. Frontier will respond within fifteen (15) Business Days from receipt of the Intrado Comm's Dark Fiber Inquiry Form, indicating whether Dark Fiber Transport may be available (if so available, an "Acknowledgement") based on the records search except that for voluminous requests or large, complex projects, Frontier reserves the right to negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Transport. Where a direct Dark Fiber Transport route is not available, Frontier will provide, where available, Dark Fiber Transport

via a reasonable indirect route that passes through intermediate Frontier Central Offices at the rates set forth in the Pricing Attachment. In cases where Frontier provides Dark Fiber Transport via an indirect route as described in this section, Intrado Comm shall not be permitted to access the Dark Fiber Transport at any intermediate central office between the two Frontier central offices that are the end points of the route. In no event shall Frontier be required to provide Dark Fiber Transport between two central offices that are the end points of a route on which Frontier is not required under the Federal Unbundling Rules to provide Dark Fiber Transport to Intrado Comm. Frontier reserves the right to limit the number of intermediate Frontier Central Offices on an indirect route consistent with limitations in Frontier's network design and/or prevailing industry practices for optical transmission applications. Any limitations on the number of intermediate Frontier Central Offices will be discussed with Intrado Comm. If access to Dark Fiber Transport is not available, Frontier will notify Intrado Comm, within fifteen (15) Business Days, that no spare Dark Fiber Transport is available over the direct route nor any reasonable alternate indirect route, except that for voluminous requests or large, complex projects, Frontier reserves the right to negotiate a different interval. Where no available route was found during the record review, Frontier will identify the first blocked segment on each alternate indirect route and which segment(s) in the alternate indirect route are available prior to encountering a blockage on that route, at the rates set forth in the Pricing Attachment.

- 8.2.5.1 Intrado Comm shall indicate on the Dark Fiber Inquiry Form whether the available Dark Fiber should be reserved, at the rates set forth in the Pricing Attachment, pending receipt of an order for the Dark Fiber.
- 8.2.5.2 Upon request from Intrado Comm as indicated on the Dark Fiber Inquiry Form, Frontier shall hold such requested Dark Fiber Transport for Intrado Comm's use for ten (10) Business Days from Intrado Comm's receipt of Acknowledgement and may not allow any other party (including Frontier) to use such fiber during that time period.
- 8.2.5.3 Intrado Comm shall submit an order for the reserved Dark Fiber Transport as soon as possible using the standard ordering process or parallel provisioning process as described in Section 8.2.5.5. The standard ordering process shall be used when Intrado Comm does not have additional requirements for collocation. The parallel provisioning process shall be used when Intrado Comm requires new collocation facilities or changes to existing collocation arrangements.
- 8.2.5.4 If no order is received from Intrado Comm for the reserved Dark Fiber Transport within ten (10) Business Days from Intrado Comm's receipt of Acknowledgement, Frontier shall return to spare the reserved Dark Fiber Transport that Frontier previously notified Intrado Comm are available. Should Intrado Comm submit an order to Frontier after the ten (10) Business Day reservation period for access to Dark Fiber Transport that Frontier has previously notified Intrado

Comm was available, Intrado Comm assumes all risk that such Dark Fiber Transport will no longer be available.

8.2.5.5 Upon Intrado Comm's request, the Parties will conduct parallel provisioning of collocation and Dark Fiber Transport in accordance with the following terms and conditions:

8.2.5.5.1 Intrado Comm will use existing interfaces and Frontier's current applications and order forms to request collocation and Dark Fiber Transport.

8.2.5.5.2 Frontier will parallel process Intrado Comm's requests for collocation, including augments, and Dark Fiber Transport.

8.2.5.5.3 Before Intrado Comm submits a request for parallel provisioning of collocation and Dark Fiber Transport, Intrado Comm will:

8.2.5.5.3.1 submit a Dark Fiber Inquiry Form and receive an Acknowledgement from Frontier; and

8.2.5.5.3.2 submit a collocation application for the Frontier Central Office(s) where the Dark Fiber Transport terminates and receive confirmation from Frontier that Intrado Comm's collocation application has been accepted.

8.2.5.5.4 Intrado Comm will prepare requests for parallel provisioning of collocation and Dark Fiber Transport in the manner and form reasonably specified by Frontier.

8.2.5.5.5 If Frontier rejects Intrado Comm's Dark Fiber Transport request, Intrado Comm may cancel its collocation application within five (5) Business Days of such rejection and receive a refund of the collocation application fee paid by Intrado Comm, less the costs Frontier incurred to date.

8.2.5.5.6 If Frontier accepts Intrado Comm's Dark Fiber Transport request, Frontier will parallel provision the Dark Transport to a temporary location in Frontier's Central Office(s). Frontier will charge and Intrado Comm will pay for parallel provisioning of such Dark Fiber Transport at the rates specified in the Pricing Attachment beginning on the date that Frontier accepts each Dark Fiber Transport request.

8.2.5.5.7 Within ten (10) days after Frontier completes an Intrado Comm collocation application, Intrado Comm shall submit a Dark Fiber change request to reposition Dark Fiber Transport from the

temporary location in that Frontier Central Office(s) to the permanent location at Intrado Comm's collocation arrangement in such Frontier Central Office(s). Intrado Comm will prepare such request(s) in the manner and form specified by Frontier.

- 8.2.5.5.8 If Intrado Comm cancels its collocation application, Intrado Comm must also submit a cancellation for the unbundled Dark Fiber Transport provisioned to the temporary location in the Frontier Central Office(s).
- 8.2.6 Intrado Comm shall order Dark Fiber Transport by sending to Frontier a separate ASR for each A to Z route.
- 8.2.7 Where a collocation arrangement can be accomplished in a Frontier premises, access to Dark Fiber Transport that terminates in a Frontier premises must be accomplished via a collocation arrangement in that Frontier premises. In circumstances where a collocation arrangement cannot be accomplished in a Frontier premises, the Parties agree to negotiate for possible alternative arrangements.
- 8.2.8 Except as provided in Section 17 below, Dark Fiber Transport will be offered to Intrado Comm in the condition that it is available in Frontier's network at the time that Intrado Comm submits its request (i.e., "as is"). In addition, Frontier shall not be required to convert lit fiber to Dark Fiber Transport for Intrado Comm's use.
- 8.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Transport, and, therefore, will not be offered to Intrado Comm as Dark Fiber Transport.
- 8.2.10 Fiber that has been assigned to fulfill a Customer order for maintenance purposes or for Frontier's lit fiber optic systems will not be offered to Intrado Comm as Dark Fiber Transport.
- 8.2.11 Intrado Comm shall be responsible for providing all transmission, terminating and lightwave repeater equipment necessary to light and use Dark Fiber Transport.
- 8.2.12 Intrado Comm may not resell Dark Fiber Transport, purchased pursuant to this Agreement to third parties.
- 8.2.13 Except to the extent that Frontier is required by the Federal Unbundling Rules to provide Dark Fiber Transport to Intrado Comm for use for Special or Switched Exchange Access Services, Intrado Comm shall not use Dark Fiber Transport, for Special or Switched Exchange Access Services.
- 8.2.14 In order to preserve the efficiency of its network, Frontier may, upon a showing of need to the Commission, limit Intrado Comm to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Transport in any given segment of Frontier's network. In addition, except as otherwise required by the Federal Unbundling Rules, Frontier may

take any of the following actions, notwithstanding anything to the contrary in this Agreement:

- 8.2.14.1 Revoke Dark Fiber Transport leased to Intrado Comm upon a showing of need to the Commission and twelve (12) months' advance written notice to Intrado Comm; and
 - 8.2.14.2 Frontier reserves and shall not waive, Frontier's right to claim before the Commission that Frontier should not have to fulfill an Intrado Comm order for Dark Transport because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than Intrado Comm, or impair Frontier's ability to meet a legal obligation.
- 8.2.15 Except as expressly set forth in this Agreement, Intrado Comm may not reserve Dark Fiber Transport.
- 8.2.16 Intrado Comm shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Transport accommodate the requirements of Intrado Comm; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Transport; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Transport to transmit permitted traffic; and (d) except as set forth with respect to the parallel provisioning process addressed above, Intrado Comm's collocation arrangements with any proper optical cross connects or other equipment that Intrado Comm needs to access Dark Fiber Transport before it submits an order for such access. Intrado Comm hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the location at which it wishes to establish a demarcation point for Dark Fiber Transport, on or before the date that Intrado Comm places an order for the applicable Dark Fiber Transport, and that it shall maintain the same going forward.
- 8.2.17 Intrado Comm is responsible for trouble isolation before reporting trouble to Frontier. Frontier will restore continuity to Dark Fiber Transport that has been broken. Frontier will not repair Dark Fiber Transport that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Transport has changed.
- 8.2.18 [Intentionally Left Blank].
- 8.2.19 Intrado Comm may request the following, which shall be provided on a time and materials basis (as set forth in the Pricing Attachment):
- 8.2.19.1 [Intentionally Left Blank].
 - 8.2.19.2 A field survey that shows the availability of Dark Fiber Transport between two or more Frontier Central Offices, shows whether or not such Dark Fiber Transport is defective, shows whether or not such Dark Fiber Transport has been used by Frontier for emergency restoration activity, and tests the transmission characteristics of Frontier's Dark Fiber Transport. If a field survey shows that Dark Fiber Transport is available, Intrado Comm may

reserve the Dark Fiber Transport, as applicable, for ten (10) Business Days from receipt of Frontier's field survey results. If Intrado Comm submits an order for access to such Dark Fiber Transport after passage of the foregoing ten (10) Business Day reservation period, Frontier does not guarantee or warrant the Dark Fiber Transport will be available when Frontier receives such order, and Intrado Comm assumes all risk that the Dark Fiber Transport will not be available. Frontier shall perform a field survey subject to a negotiated interval. If Intrado Comm submits an order for Dark Fiber Transport without first obtaining the results of a field survey of such Dark Fiber Transport, Intrado Comm assumes all risk that the Dark Fiber Transport will not be compatible with Intrado Comm's equipment, including, but not limited to, order cancellation charges.

8.3 Transitional Provision of Embedded Dark Fiber Loops.

Notwithstanding any other provision of this Agreement, Frontier is not required to provide, and Intrado Comm may not obtain, unbundled access to any Dark Fiber Loop; provided, however, that if Intrado Comm leased a Dark Fiber Loop from Frontier as of March 11, 2005, Intrado Comm may continue to lease that Dark Fiber Loop at transitional rates provided for in the TRRO until September 10, 2006, and not beyond that date. The Parties acknowledge that Frontier, prior to the Effective Date, has provided Intrado Comm with any required notices of discontinuance of Dark Fiber Loops, and that no further notice is required for Frontier to exercise its rights with respect to discontinuance of Dark Fiber Loops.

9. Network Interface Device

- 9.1 Subject to the conditions set forth in Section 1 of this Attachment and upon request by Intrado Comm, Frontier shall permit Intrado Comm to connect an Intrado Comm Loop to the Inside Wiring of a Customer's premises through the use of a Frontier NID in accordance with this Section 9 and the rates and charges provided in the Pricing Attachment. Frontier shall provide Intrado Comm with access to NIDs in accordance with, but only to the extent required by, the Federal Unbundling Rules. Intrado Comm may access a Frontier NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining Intrado Comm NID deployed by Intrado Comm or, if an entrance module is available in the Frontier NID, by connecting an Intrado Comm Loop to the Frontier NID. When necessary, Frontier 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 Intrado Comm access, remove, disconnect or in any other way rearrange Frontier's Loop facilities from Frontier's NIDs, enclosures, or protectors.
- 9.3 In no case shall Intrado Comm access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Frontier's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.
- 9.4 In no case shall Intrado Comm remove or disconnect ground wires from Frontier's NIDs, enclosures, or protectors.

- 9.5 In no case shall Intrado Comm remove or disconnect NID modules, protectors, or terminals from Frontier'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 Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).
- 9.7 When Intrado Comm is connecting an Intrado Comm-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Frontier NID, Intrado Comm does not need to submit a request to Frontier and Frontier shall not charge Intrado Comm for access to the Frontier NID. In such instances, Intrado Comm shall comply with the provisions of Sections 9.2 through 9.7 of this Attachment and shall access the Customer's Inside Wire in the manner set forth in Section 9.8 of this Attachment.
- 9.8 Due to the wide variety of NIDs utilized by Frontier (based on Customer size and environmental considerations), Intrado Comm may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:
- 9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, Intrado Comm may remove the Inside Wiring from the Customer's side of the Frontier NID and connect that Inside Wiring to Intrado Comm's NID.
- 9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, Intrado Comm may enter the Customer side of the Frontier NID enclosure for the purpose of removing the Inside Wiring from the terminals of Frontier's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Frontier 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 Frontier NID.
- 9.8.3 Intrado Comm may request Frontier to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. Intrado Comm, its agent, the building owner or the Customer). If Intrado Comm accesses the Customer's Inside Wiring as described in this Section 9.8.3, time and materials charges will be billed to the requesting party (i.e. Intrado Comm, its agent, the building owner or the Customer).

10. [This Section Intentionally Left Blank]

11. Dedicated Transport

- 11.1 Subject to the conditions set forth in Section 1 of this Attachment, where facilities are available, at Intrado Comm's request, Frontier shall provide Intrado Comm with Dedicated Transport unbundled from other Network Elements at the rates set forth in the Pricing Attachment. Frontier shall provide Intrado Comm with such Dedicated Transport in accordance with, but only to the extent required by, the Federal Unbundling Rules. Except as provided in Section 17 below, Frontier will not install new electronics, and Frontier will not build new facilities. For the avoidance of any doubt, notwithstanding any other provision of this Agreement,

Frontier shall not be required to provide, and Intrado Comm shall not request or obtain, unbundled access to shared (or common) transport, or any other interoffice transport facility that does not meet the definition of Dedicated Transport.

- 11.2 If and, to the extent that, Intrado Comm has purchased (or purchases) transport from Frontier under a Frontier Tariff or otherwise, and Intrado Comm has a right under the Federal Unbundling Rules to convert (and wishes to convert) such transport to unbundled Dedicated Transport under this Agreement, it shall give Frontier written notice of such request (including, without limitation, through submission of ASRs if Frontier so requests) and provide to Frontier all information (including, without limitation, a listing of the specific circuits in question) that Frontier reasonably requires to effectuate such conversion. In the case of any such conversion, Intrado Comm shall pay any and all conversion charges (e.g., non-recurring charges), as well as any and all termination liabilities, minimum service period charges and like charges in accordance with Frontier's applicable Tariffs. If the transport to be converted comprises a portion of a High Capacity EEL (as defined in Section 16.2.1 below), the applicable provisions of Section 16 below shall apply.

12. [This Section Intentionally Left Blank]

13. Operations Support Systems

Subject to the conditions set forth in Section 1 of this Attachment and in Section 2 of the Additional Services Attachment, Frontier shall provide Intrado Comm with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Frontier shall provide Intrado Comm with such access in accordance with, but only to the extent required by, the Federal Unbundling Rules. All such transactions shall be submitted by Intrado Comm through such electronic interfaces.

14. Availability of Other Network Elements on an Unbundled Basis

- 14.1 Any request by Intrado Comm for access to a Frontier Network Element that is not already available and that Frontier is required by the Federal Unbundling Rules to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, of this Attachment. Intrado Comm shall provide Frontier access to its Network Elements as mutually agreed by the Parties or as required by the Federal Unbundling Rules.
- 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 the Federal Unbundling Rules.
- 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 the Federal Unbundling Rules.
- 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 the Federal Unbundling Rules, 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. Maintenance of Network Elements

If (a) Intrado Comm reports to Frontier a Customer trouble, (b) Intrado Comm requests a dispatch, (c) Frontier dispatches a technician, and (d) such trouble was not caused by

Frontier's facilities or equipment in whole or in part, then Intrado Comm shall pay Frontier 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 Intrado Comm is not available at the appointed time. Intrado Comm accepts responsibility for initial trouble isolation and providing Frontier with appropriate dispatch information based on its test results. If, as the result of Intrado Comm instructions, Frontier is erroneously requested to dispatch to a site on Frontier company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Intrado Comm by Frontier. If as the result of Intrado Comm instructions, Frontier is erroneously requested to dispatch to a site outside of Frontier company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to Intrado Comm by Frontier. Frontier agrees to respond to Intrado Comm 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. Combinations, Commingling, and Conversions

16.1 Subject to and without limiting the conditions set forth in Section 1 of this Attachment:

16.1.1 Frontier will not prohibit the commingling of a Qualifying UNE with Qualifying Wholesale Services, but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules, Frontier shall, upon request of Intrado Comm, perform the functions necessary to commingle Qualifying UNEs with Qualifying Wholesale Services. The rates, terms and conditions of the applicable access Tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Agreement or the Frontier UNE Tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment. In addition, if any commingling requested by Intrado Comm requires Frontier to perform physical work that Frontier is required to perform under the Federal Unbundling Rules, then Frontier's standard charges for such work shall apply or, in the absence of a standard charge, a fee calculated using Frontier's standard time and materials rates shall apply until such time as a standard charge is established pursuant to the terms set forth in the Pricing Attachment.

16.1.2 Ratcheting, i.e., a pricing mechanism that involves billing a single circuit at multiple rates to develop a single, blended rate, shall not be required. UNEs that are commingled with Wholesale Services are not included in the shared use provisions of the applicable Tariff, and are therefore not eligible for adjustment of charges under such provisions. Frontier may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Agreement or elsewhere.

16.1.3 Limitation on Section 16.1. Section 16.1 is intended only to address the Parties' rights and obligations as to combining and/or commingling of UNEs that Frontier is already required to provide to Intrado Comm under the Agreement and the Federal Unbundling Rules. Nothing

contained in Section 16.1 shall be deemed to limit any right of Frontier under the Agreement to cease providing a facility that is or becomes a Discontinued Facility.

16.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Subject to the conditions set forth in Sections 1 and 16.1 of this Attachment:

16.2.1 Frontier shall not be obligated to provide:

16.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

16.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

16.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

16.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

16.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Frontier is required by the Federal Unbundling Rules to do so, and then not unless and until Intrado Comm, using an ASR, certifies to Frontier that each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL satisfies each of the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Intrado Comm must remain in compliance with said service eligibility criteria for so long as Intrado Comm continues to receive the aforementioned combined or commingled facilities and/or services from Frontier and Intrado Comm shall immediately notify Frontier at such time as a certification ceases to be accurate. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant High Capacity EEL circuit will be treated as described in Section 16.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing High Capacity EEL circuits, Intrado Comm, within thirty (30) days of the Effective Date to the extent it has not already done so prior to the Effective Date of this Agreement, must re-certify, using an ASR, that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. Any existing High Capacity EEL circuits that Intrado Comm leased from Frontier as of the Effective Date of this Agreement that Intrado Comm fails to re-certify as required by this Section by the end of such 30-day period shall be treated as a non-compliant circuit as described under Section 16.2.2 below effective as of the Effective Date of this Agreement.

- 16.2.2 Without limiting any other right Frontier may have to cease providing circuits that are or become Discontinued Facilities, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 16.2 and Intrado Comm has not submitted an LSR or ASR, as appropriate, to Frontier requesting disconnection of the noncompliant facility and has not separately secured from Frontier an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Frontier, to the extent it has not already done so prior to execution of this Agreement, shall reprice the subject High Capacity EEL circuit (or portion thereof that had been previously billed at UNE rates), effective beginning on the date on which the circuit became non-compliant by application of a new rate (or, in Frontier's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Frontier shall identify in a written notice to Intrado Comm.
- 16.2.3 Each certification to be provided by Intrado Comm pursuant to Section 16.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E-911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.
- 16.2.4 The charges for conversions are as specified in the Pricing Attachment and apply for each circuit converted.
- 16.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the Pricing Attachment.
- 16.2.6 All requests for conversions will be handled in accordance with Frontier's conversion guidelines. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.
- 16.3 Once per calendar year, Frontier may obtain and pay for an independent auditor to audit Intrado Comm's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Frontier's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that Intrado Comm failed to comply with the service eligibility criteria, then (without limiting Frontier's rights under Section 16.2.2 above) Intrado Comm must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis,

and reimburse Frontier for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Frontier. Should the independent auditor confirm Intrado Comm's compliance with the service eligibility criteria, then Intrado Comm shall provide to the independent auditor for its verification a statement of Intrado Comm's out-of-pocket costs of complying with any requests of the independent auditor, and Frontier shall, within thirty (30) days of the date on which Intrado Comm submits such costs to the auditor, reimburse Intrado Comm for its out-of-pocket costs verified by the auditor. Intrado Comm shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

17. Routine Network Modifications

17.1 **General Conditions.** In accordance with, but only to the extent required by, the Federal Unbundling Rules, and subject to the conditions set forth in Section 1 of this Attachment:

17.1.1 Frontier shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment, as are necessary to permit access by Intrado Comm to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport are those modifications that Frontier regularly undertakes for its own Customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Frontier regularly undertakes for its own Customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable Intrado Comm to light a Dark Fiber Transport facility that it has obtained from Frontier under the Agreement. Frontier shall not be obligated to provide optronics for the purpose of lighting Dark Fiber Transport. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, the placement of new cable, securing permits or rights-of-way, or constructing and/or placing new manholes or conduits. Frontier shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Frontier shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

17.2 **Performance Plans.** Frontier may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Agreement or elsewhere.

17.3 Nothing contained in this Section 17 shall be deemed: (a) to establish any obligation of Frontier to provide on an unbundled basis under the Federal Unbundling Rules any facility that this Agreement does not otherwise require Frontier to provide on an unbundled basis under the Federal Unbundling Rules, (b) to obligate Frontier to provide on an unbundled basis under the Federal Unbundling Rules, for any period of time not required under the Federal Unbundling Rules, access to any Discontinued Facility, or (c) to limit any right of Frontier under the Agreement, any Frontier Tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

18. Rates and Charges

The rates and charges for UNEs, Combinations, Commingling, routine network modifications, and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

COLLOCATION ATTACHMENT

Frontier shall provide to Intrado, in accordance with this Agreement, Frontier's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating Intrado's interconnection with Frontier under 47 U.S.C. § 251(c)(2) or access to Unbundled Network Elements of Frontier; provided, that notwithstanding any other provision of this Agreement or a Tariff, Frontier shall be obligated to provide Collocation to Intrado only to the extent required by Applicable Law and may decline to provide Collocation to Intrado to the extent that provision of Collocation is not required by Applicable Law. Notwithstanding any other provision of this Agreement or a Tariff, nothing in this Agreement or a Tariff shall be deemed to require Frontier to provide (and, for the avoidance of any doubt, Frontier may decline to provide and/or cease providing) Collocation that, if provided by Frontier, would be used by Intrado to obtain unbundled access to any network element: (a) that Frontier is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Frontier is not required to unbundle under 47 C.F.R. Part 51.

911 ATTACHMENT

1. 911/E-911 Arrangements

1.1 911/E-911 Arrangements

1.1.1 911/E-911 arrangements provide a caller access to the appropriate PSAP by dialing a 3-digit universal telephone number, "911." For areas where Frontier is the 911/E-911 Service Provider, Frontier provides and maintains such equipment and software at the Frontier 911 Tandem/Selective Router(s) and, if Frontier manages the ALI Database, the ALI Database, as is necessary for 911/E-911 Calls. For areas where Intrado Comm is the 911/E-911 Service Provider, Intrado Comm provides and maintains such equipment and software at the Intrado Comm 911 Tandem/Selective Router(s) and, if Intrado Comm manages the ALI Database, the ALI Database, as is necessary for 911/E-911 Calls.

1.1.2 For areas where Intrado Comm is the 911/E-911 Service Provider, Intrado Comm shall make the following information available to Frontier, to the extent permitted by Applicable Law:

1.1.2.1 a listing of the CLLI Code (and SS7 point code when applicable) of each Intrado Comm 911 Tandem/Selective Router and associated geographic location served;

1.1.2.2 a listing of appropriate Intrado Comm contact telephone numbers and organizations that have responsibility for operations and support of Intrado Comm's 911/E-911 network and ALI Database systems; and

1.1.2.3 where Intrado Comm maintains a Master Street Address Guide (MSAG) on behalf of a Controlling 911 Authority, upon request by Frontier and as permitted by the Controlling 911 Authority, a complete copy of such MSAG and, as the MSAG is updated, changed or revised from time-to-time, any updates, changes and revisions to the MSAG.

1.1.3 For areas where Frontier is the 911/E-911 Service Provider, Frontier shall make the following information available to Intrado Comm, to the extent permitted by Applicable Law:

1.1.3.1 a listing of the CLLI Code (and SS7 point code when applicable) of each Frontier 911 Tandem/Selective Router and associated geographic location served;

1.1.3.2 a listing of appropriate Frontier contact telephone numbers and organizations that have responsibility for operations and support of Frontier's 911/E-911 network and ALI Database systems; and

1.1.3.3 where Frontier maintains a Master Street Address Guide (MSAG) on behalf of a Controlling 911 Authority, upon request by Intrado Comm and as permitted by the Controlling 911 Authority, a complete copy of such MSAG

and, as the MSAG is updated, changed or revised from time-to-time, any updates, changes and revisions to the MSAG.

1.2 ALI Database

For areas where Intrado Comm is the 911/E-911 Service Provider and Intrado Comm manages the ALI Database, Frontier and Intrado Comm shall establish mutually acceptable arrangements and procedures for inclusion of Frontier End User data in the ALI Database. For areas where Frontier is the 911/E-911 Service Provider and Frontier manages the ALI Database, Frontier and Intrado Comm shall establish mutually acceptable arrangements and procedures for inclusion of Intrado Comm Customer data in the ALI Database.

1.3 Interconnection for Exchange of 911/E-911 Calls between the Parties

1.3.1 Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Frontier's network in a LATA, for the transmission and routing of 911/E-911 Calls from Frontier to Intrado Comm for the transmission and routing of such 911/E-911 Calls by Intrado Comm to PSAPs for which Intrado Comm is the 911/E-911 Service Provider. By way of example, a technically feasible Point of Interconnection on Frontier's network in a LATA would include an applicable Frontier Tandem Interconnection Wire Center, Frontier End Office Interconnection Wire Center, or Frontier 911 Tandem/Selective Router Interconnection Wire Center, but, notwithstanding any other provision of this Agreement or a Tariff or otherwise, would not include an Intrado Comm Interconnection Wire Center, Intrado Comm switch or selective router, or any portion of a transport facility provided by Frontier to Intrado Comm or another party between (x) a Frontier Interconnection Wire Center, switch or selective router and (y) the Interconnection Wire Center, switch or selective router of Intrado Comm or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Frontier's network" shall apply (and are hereby incorporated by reference) each time the term "on Frontier's network" is used in this Agreement.

1.3.2 For Frontier End User 911/E-911 Calls delivered by Frontier to Intrado Comm for the transmission and routing of such 911/E-911 Calls by Intrado Comm to PSAPs for which Intrado Comm is the 911/E-911 Service Provider, Frontier shall provide for transmission and routing of such 911/E-911 Calls with ANI from Frontier End Users to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA. In providing for transmission and routing of 911/E-911 Calls from Frontier End Users to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA, Frontier shall have the right to use such services, trunks, facilities, arrangements and the like (including, but not limited to, switches and selective routers located at points between the Frontier End Users and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA) as Frontier in Frontier's sole discretion may decide to use. For the avoidance of any doubt and without in any way limiting Frontier's rights under the preceding sentence, in providing for transmission and routing of a 911/E-911 Call from a Frontier End

User to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA, Frontier, in Frontier's sole discretion, may elect to use one or more switches or selective routers located between the End Office serving the Frontier End User and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA.

For 911/E-911 Calls delivered to Frontier by Telecommunications Carriers interconnected with Frontier and delivered by Frontier to Intrado Comm for the transmission and routing of such 911/E-911 Calls by Intrado Comm to PSAPs for which Intrado Comm is the 911/E-911 Service Provider, Frontier shall provide for transmission and routing of such 911/E-911 Calls with ANI (where ANI is delivered to Frontier by a Telecommunications Carrier) from the Frontier point(s) of interconnection with the Telecommunications Carriers to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA. In providing for transmission and routing of 911/E-911 Calls from Telecommunications Carriers interconnected with Frontier to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA, Frontier shall have the right to use such services, trunks, facilities, arrangements and the like (including, but not limited to, switches and selective routers located at points between the Frontier point(s) of interconnection with such Telecommunications Carriers and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA) as Frontier in Frontier's sole discretion may decide to use. For the avoidance of any doubt and without in any way limiting Frontier's rights under the preceding sentence, in providing for transmission and routing of a 911/E-911 Call from a Telecommunications Carrier interconnected with Frontier to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA, Frontier, in Frontier's sole discretion, may elect to use one or more switches or selective routers located between the Frontier point of interconnection with such Telecommunications Carrier and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA.

- 1.3.3 For 911/E-911 Calls delivered by Frontier to Intrado Comm for the transmission and routing of such 911/E-911 Calls by Intrado Comm to PSAPs for which Intrado Comm is the 911/E-911 Service Provider, Intrado Comm, at no charge to Frontier, shall provide transport for 911/E-911 Calls from the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA to the PSAPs for which Intrado Comm is the 911/E-911 Service Provider. If Intrado Comm obtains such transport from Frontier, Intrado Comm shall pay to Frontier the full Frontier rates and charges (as set out in Frontier's applicable Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Frontier for such transport (including, but not limited to, rates and charges for Frontier-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado Comm from Frontier for interconnection of Intrado Comm's network with Frontier's network). Intrado Comm shall pay to Frontier the full Frontier rates and charges (as set out in Frontier's applicable Tariffs and this Agreement) for interconnection at

the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA and for any services, facilities and/or arrangements provided by Frontier for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Frontier for interconnection of Intrado Comm's network with Frontier's network). For the avoidance of any doubt, there shall be no reduction in any Frontier rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Frontier to Intrado Comm.

- 1.3.4 Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at Frontier 911 Tandem/Selective Router Interconnection Wire Centers, for the transmission and routing of 911/E-911 Calls from Intrado Comm to Frontier for the transmission and routing of such 911/E-911 Calls by Frontier to PSAPs for which Frontier is the 911/E-911 Service Provider that subtend the Frontier 911 Tandem/Selective Router located at the Frontier 911 Tandem/Selective Router Interconnection Wire Center where the Parties are interconnected. For the purposes of this Section 1.3.4, a PSAP for which Frontier is the 911/E-911 Service Provider shall be deemed to subtend a particular Frontier 911 Tandem/Selective Router if Frontier regularly routes 911/E-911 Calls from Frontier End Users through such Frontier 911 Tandem/Selective Router to that PSAP.
- 1.3.5 For 911/E-911 Calls delivered by Intrado Comm to Frontier for the transmission and routing of such 911/E-911 Calls by Frontier to PSAPs for which Frontier is the 911/E-911 Service Provider, Intrado Comm, at its own expense, shall provide transport to deliver the 911/E-911 Calls to the POI(s) established by the Parties at Frontier 911 Tandem/Selective Router Interconnection Wire Centers. If Intrado Comm obtains from Frontier transport to deliver 911/E-911 Calls to the POI(s) established by the Parties at Frontier 911 Tandem/Selective Router Interconnection Wire Centers, Intrado Comm shall pay to Frontier the full Frontier rates and charges (as set out in Frontier's applicable Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Frontier for such transport (including, but not limited to, rates and charges for Frontier-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado Comm from Frontier for interconnection of Intrado Comm's network with Frontier's network). Intrado Comm shall pay to Frontier the full Frontier rates and charges (as set out in Frontier's applicable Tariffs and this Agreement) for interconnection at the POI(s) established by the Parties at Frontier 911 Tandem/Selective Router Interconnection Wire Centers and for any services, facilities and/or arrangements provided by Frontier for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Frontier for interconnection of Intrado Comm's network with Frontier's network). For the avoidance of any doubt, there shall be no reduction in any Frontier rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Frontier to Intrado Comm.

- 1.3.6 This Section 1.3 does not apply with regard to 911/E-911 Calls to the extent such 911/E-911 Calls are subject to Section 1.4, following.
- 1.4 Interconnection for Inter-PSAP Transfer of 911/E-911 Calls
- 1.4.1 Where the Controlling 911 Authority for a PSAP for which Frontier is the 911/E-911 Service Provider and the Controlling 911 Authority for a PSAP for which Intrado Comm is the 911/E-911 Service Provider agree to transfer 911/E-911 Calls from one PSAP to the other PSAP and each Controlling 911 Authority requests its 911/E-911 Service Provider to establish arrangements for such 911/E-911 Call transfers, each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at any technically feasible Point(s) of Interconnection on Frontier's network in a LATA, for the transmission and routing of 911/E-911 Calls from a PSAP for which one Party is the 911/E-911 Service Provider to a PSAP for which the other Party is the 911/E-911 Service Provider. The technically feasible Point(s) of Interconnection on Frontier's network in a LATA shall be as described in Section 1.3.1, above.
- 1.4.2 For the transfer of 911/E-911 Calls from one PSAP to another PSAP as described in Section 1.4.1 above, each Party, at its own expense, shall provide transport between the PSAP for which such Party is the 911/E-911 Service Provider and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA. If Intrado Comm obtains from Frontier transport between the PSAPs for which Intrado Comm is the 911/E-911 Service Provider and the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA, Intrado Comm shall pay to Frontier the full Frontier rates and charges (as set out in Frontier's applicable Tariffs and this Agreement) for such transport and for any services, facilities and/or arrangements provided by Frontier for such transport (including, but not limited to, rates and charges for Frontier-provided Exchange Access services [such as entrance facilities, multiplexing and transport] and rates and charges for Collocation obtained by Intrado Comm from Frontier for interconnection of Intrado Comm's network with Frontier's network). Intrado Comm shall pay to Frontier the full Frontier rates and charges (as set out in Frontier's applicable Tariffs and this Agreement) for interconnection at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA and for any services, facilities and/or arrangements provided by Frontier for such interconnection (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Frontier for interconnection of Intrado Comm's network with Frontier's network). For the avoidance of any doubt, there shall be no reduction in any Frontier rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Frontier to Intrado Comm.
- 1.4.3 For the transfer of 911/E-911 Calls from one PSAP to another PSAP as described in Section 1.4.1 above, the Parties shall mutually agree upon: (a) whether they will use one-way trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or two-way trunks (trunks with traffic going in both directions); and, (b) design blocking objectives for the trunks.

- 1.4.4 The Parties will maintain appropriate dial plans to support inter-PSAP call transfer and shall notify each other of changes, additions or deletions to those dial plans.
- 1.5 Initiating Interconnection in a LATA
- 1.5.1 For each LATA in which one Party is or becomes the 911/E-911 Service Provider for a PSAP to which the other Party will send 911/E-911 Calls pursuant to this Agreement and in which the Parties are not already interconnected pursuant to this Agreement, Intrado Comm shall provide written notice to Frontier of the need to establish interconnection in such LATA pursuant to this Agreement.
- 1.5.2 The notice provided in Section 1.5.1 above shall include (a) the proposed POI(s) to be established at technically feasible Point(s) of Interconnection on Frontier's network in the relevant LATA in accordance with this Agreement; (b) Intrado Comm's intended interconnection activation date; (c) a forecast of Intrado Comm's trunking requirements; and (d) such other information as Frontier shall reasonably request in order to facilitate interconnection.
- 1.5.3 The interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Frontier of all necessary information as indicated above. Within ten (10) Business Days of Frontier's receipt of Intrado Comm's notice provided for in Section 1.5.1 above, Frontier and Intrado Comm shall confirm the POI(s) to be established at technically feasible Point(s) of Interconnection on Frontier's network in the new LATA and the mutually agreed upon interconnection activation date for the new LATA.
- 1.5.4 Prior to establishing interconnection in a LATA, the Parties shall conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of trunks and the interface specifications at the POI(s) to be established at technically feasible Point(s) of Interconnection on Frontier's network in a LATA.
- 1.5.5 The procedure set out in Sections 1.5.1 through 1.5.4, preceding, for initiating interconnection in a LATA in which the Parties are not already interconnected pursuant to this Agreement shall also apply when the Parties wish to establish pursuant to this Agreement additional POI(s) at technically feasible Point(s) of Interconnection on Frontier's network in a LATA in which the Parties are already interconnected pursuant to this Agreement (for instance, for a LATA in which the Parties have already established one or more POI(s) pursuant to this Agreement, to establish POI(s) pursuant to Section 1.3.4, preceding, at Frontier 911 Tandem/Selective Router Interconnection Wire Centers where the Parties are not already interconnected).
- 1.5.6 Upon request by either Party, the Parties shall meet to: (a) review traffic and usage data on trunk groups; and (b) determine whether the Parties should establish new trunk groups, augment existing trunk groups, or disconnect existing trunks.

1.5.7 Because Frontier will not be solely in control of when and how many two-way trunks are established between its network and Intrado Comm's network, Frontier's performance in connection with these two-way trunk groups 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.

1.6 Trunk Forecasting Requirements.

1.6.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, Intrado Comm shall provide Frontier a two (2)-year traffic forecast that complies with the Frontier Trunk Forecast Guidelines, as revised from time to time.

1.6.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, on a semi-annual basis, Intrado Comm shall submit a good faith forecast to Frontier of the number of trunks that Intrado Comm anticipates Frontier will need to provide during the ensuing two (2) year period for the exchange of traffic between Intrado Comm and Frontier. Intrado Comm's trunk forecasts shall conform to the Frontier Trunk Forecast Guidelines as in effect at that time. Intrado Comm also shall provide a new or revised traffic forecast that complies with the Frontier Trunk Forecast Guidelines when Intrado Comm develops plans or becomes aware of information that will materially affect the Parties' interconnection.

1.6.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement must be prepared in good faith but are not otherwise binding on Intrado Comm or Frontier.

1.6.4 If Intrado Comm enters into a written contract with a Controlling 911 Authority to become the 911/E-911 Service Provider for a PSAP to which Frontier delivers 911/E-911 Calls, upon written request by Intrado Comm, to the extent authorized by the Controlling 911 Authority and the PSAP, Frontier shall advise Intrado Comm of the number of trunks, expressed as DS0 quantities, Frontier uses to deliver 911/E-911 Calls from Frontier's 911 Tandem/Selective Router(s) to that PSAP.

1.7 Compensation

1.7.1 Subject to Sections 1.7.2 and 1.7.3 following, the rates and charges for the Services provided by each Party to the other Party under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

1.7.2 Notwithstanding any other provision of this Agreement or a Tariff or otherwise, Intrado Comm shall not bill to Frontier, and Frontier shall not be obligated to pay to Intrado Comm:

1.7.2.1 Any rates or charges (including, but not limited to, Reciprocal Compensation Charges, Intercarrier Compensation Charges and Exchange Access Service Charges) in connection with 911/E-911 Calls (including, but not limited to, 911/E-911 Calls delivered by Frontier to Intrado Comm pursuant to Sections 1.3 and 1.4, above, and 911/E-911 Calls delivered by Intrado Comm to Frontier pursuant to Sections 1.3 and 1.4, above); or

- 1.7.2.2 Any other rates or charges for transmission, routing, transport or termination, or for facilities used for transmission, routing, transport or termination, of 911/E-911 Calls (including, but not limited to, 911/E-911 Calls delivered by Frontier to Intrado Comm pursuant to Sections 1.3 and 1.4, above, and 911/E-911 Calls delivered by Intrado Comm to Frontier pursuant to Sections 1.3 and 1.4, above); or
 - 1.7.2.3 Any ALI Database related rates or charges (including, but not limited to, rates or charges for Frontier to access, use, or include or store Frontier End User data in, an ALI Database); or
 - 1.7.2.4 Any MSAG related rates or charges (including, but not limited to, rates or charges for an MSAG, MSAG updates, changes or revisions, or MSAG information).
- 1.7.3 Notwithstanding any other provision of this Agreement or a Tariff or otherwise, for 911/E-911 Calls delivered by Intrado Comm to Frontier pursuant to Sections 1.3 and 1.4 above, Frontier shall not bill to Intrado Comm, and Intrado Comm shall not be obligated to pay to Frontier, any charges (including, but not limited to Reciprocal Compensation Charges, Intercarrier Compensation Charges, or Exchange Access Service Charges) for the transport of such 911/E-911 Calls from the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA to PSAPs for which Frontier is the 911/E-911 Service Provider. However, for the avoidance of any doubt, notwithstanding anything in the preceding sentence of this Section 1.7.3 or in any other provision of this Agreement or a Tariff or otherwise, Intrado Comm shall be obligated to pay to Frontier: (a) the full Frontier rates and charges (as set out in Frontier's applicable Tariffs and this Agreement) for transport, services, facilities and/or arrangements obtained by Intrado Comm from Frontier for transport of 911/E-911 Calls to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA (including, but not limited to, rates and charges for Frontier-provided Exchange Access services [such as entrance facilities, multiplexing and transport] used by Intrado Comm for transport of 911/E-911 Calls to the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA, and rates and charges for Collocation obtained by Intrado Comm from Frontier for interconnection of Intrado Comm's network with Frontier's network); and, (b) the full Frontier rates and charges (as provided for in Frontier's applicable Tariffs and this Agreement) for interconnection of Intrado Comm's network with Frontier's network at the POI(s) established by the Parties at technically feasible Point(s) of Interconnection on Frontier's network in a LATA (including, but not limited to, rates and charges for Collocation obtained by Intrado Comm from Frontier for interconnection of Intrado Comm's network with Frontier's network). For the avoidance of any doubt, there shall be no reduction in any Frontier rates or charges because the transport, interconnection, services, facilities and/or arrangements are used to carry 911/E-911 Calls delivered by Frontier to Intrado Comm.

2. 911/E-911 General

- 2.1 Frontier and Intrado Comm shall work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs or

Controlling 911 Authority coordinators may have regarding the 911/E-911 arrangements.

- 2.2 Each Party shall collect and remit, as required, any 911/E-911 applicable surcharges from its Customers in accordance with Applicable Law.
- 2.3 Nothing in this Agreement shall be deemed to prevent Frontier from billing to a Controlling 911 Authority or PSAP rates or charges for:
 - 2.3.1 services, facilities and/or arrangements provided by Frontier in connection with 911/E-911 Calls from a Frontier End User or a Telecommunications Carrier interconnected with Frontier to a PSAP for which Intrado Comm is the 911/E-911 Service Provider (including, but not limited to, charges for the transmission and routing of 911/E-911 Calls from Frontier End Users or Telecommunications Carriers interconnected with Frontier to the technically feasible Point(s) of Interconnection on Frontier's network in a LATA);
 - 2.3.2 services, facilities and/or arrangements provided by Frontier in connection with 911/E-911 Calls from Intrado Comm to a PSAP for which Frontier is the 911/E-911 Service Provider;
 - 2.3.3 services, facilities and/or arrangements provided by Frontier in connection with the transfer of 911/E-911 Calls between PSAPs;
 - 2.3.4 ALI Database related activities (including, but not limited to, Frontier's access to, use of, or inclusion or storage of Frontier End User data in, an ALI Database);
 - 2.3.5 MSAG related activities (including, but not limited to, Frontier's obtaining or using an MSAG, MSAG updates, changes or revisions, or MSAG information); or
 - 2.3.6 Frontier to recover any costs incurred by it in connection with 911/E-911 Calls or providing 911/E-911 services to any person.
- 2.4 Nothing in this Agreement shall be deemed to prevent Intrado Comm from billing to a Controlling 911 Authority or PSAP rates or charges for:
 - 2.4.1 services, facilities and/or arrangements provided by Intrado Comm in connection with 911/E-911 Calls from Intrado Comm to a PSAP for which Frontier is the 911/E-911 Service Provider;
 - 2.4.2 services, facilities and/or arrangements provided by Intrado Comm in connection with 911/E-911 Calls from a Frontier End User or a Telecommunications Carrier interconnected with Frontier to a PSAP for which Intrado Comm is the 911/E-911 Service Provider (including, but not limited to, charges for the transmission and routing of 911/E-911 Calls from Frontier End Users or Telecommunications Carriers interconnected with Frontier from the technically feasible Point(s) of Interconnection on Frontier's network in a LATA to a PSAP for which Intrado Comm is the 911/E-911 Service Provider);
 - 2.4.3 services, facilities and/or arrangements provided by Intrado Comm in connection with the transfer of 911/E-911 Calls between PSAPs;
 - 2.4.4 ALI Database related activities;

- 2.4.5 MSAG related activities (including, but not limited to, Intrado Comm's obtaining or using an MSAG, MSAG updates, changes or revisions, or MSAG information); or
- 2.4.6 Intrado Comm to recover any costs incurred by it in connection with 911/E-911 Calls or providing 911/E-911 services to any person.

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 Except as stated in Sections 1.7.2 or 1.7.3 of the 911 Attachment, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction. The Charges identified in Appendix A of this Pricing Attachment as "TBD" (to be developed) shall be automatically superseded by any applicable Tariff Charges. The Charges identified in Appendix A of this Pricing Attachment as "TBD" also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. [This Section Intentionally Left Blank]

3. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b)

with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT^{1 2}

(WISCONSIN) v1.10

I. Rates and Charges for Transport and Termination of Traffic³

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

D. Exchange Access Service: **Per Frontier interstate and/or Frontier intrastate access tariff**

¹ This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Frontier does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Frontier is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Frontier to provide a service, facility, arrangement or the like that the Agreement does not require Frontier to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Frontier, effective as of March 11, 2005, may, but shall not be required to, charge (and Intrado shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

² Certain of the rates and charges set forth within, as indicated by an "diamond" (◆), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Order dated December 12, 1996, in Docket Nos. 265-MA-102 and 2180-MA-100. Frontier has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in the Interconnection Attachment of this Agreement. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to the Reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order in Docket Nos. 265-MA-102 and 2180-MA-100, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under the General Terms and Conditions.

³ 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 Intrado orders any service from this Agreement.

Customer Record Search applies when Intrado 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 Frontier to Intrado. Complex Services are services that require a data gathering form or have special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Frontier to Intrado. 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 Frontier to manually enter Intrado's order into Frontier's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

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

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

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

Hot Coordinated Conversion First Hour applies if Intrado 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 Elements⁴

Monthly Recurring Charges

Local Loop

2 Wire Analog Loop (inclusive of NID)	\$	32.00*
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 Distribution (inclusive of NID)	\$	31.96
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 ♣

Dedicated Transport Facilities

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 (Dedicated Transport):

DS1 to Voice Multiplexing	\$	179.96
DS3 to DS1 Multiplexing	\$	500.00 ♦

DS1 Clear Channel Capability	\$	24.00
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⁴ For the avoidance of any doubt, in addition to any rates and charges set forth herein, Frontier, effective as of March 11, 2005, may, but shall not be required to, charge (and Intrado shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

* Wisconsin Tariff, P.S.C. of W. No. 5

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Sub-Loops

Dark Fiber Loop \$ 67.13

Unbundled Dark Fiber Dedicated Transport

Dark Fiber IDT –Facility \$ 24.80

Dark Fiber IDT –Termination \$ 6.34

Intermediate Office Cross Connect TBD

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, Multiplexing, & Clear Channel Capability).

Line Splitting (also referred to as “Loop Sharing”)^{5 6}

A. Unbundled Local Loops

As Applicable per this Appendix A for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge* (per loop), Service Connection-Other Charge* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query, Engineering Work Order, Trouble Dispatch, Misdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges

B. Other Charges

i. **Regrade** \$ NRC TBD

ii. ***Service Connection**
***Service Connection/Other**

A second Service Connection NRC and Service Connection/Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

iii. **Disconnect**

A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.

iv. **Line and Station Transfers**
/Pair Swaps

A LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

C. Collocation Rates

Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)

As Applicable per this Appendix A.

⁵ Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

⁶ This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Frontier to provide a service that the Agreement does not require Frontier to provide.

NON-RECURRING CHARGES - LOOP

Service Ordering (Loop)		
Initial Service Order, per order	\$	47.25♣
Transfer of Service Charge, per order	\$	16.00♣
Subsequent Service Order, per order	\$	24.00♣
Installation		
Unbundled Loop, per loop	\$	9.75♣
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	Add'l Unit
UNBUNDLED NID				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
UNBUNDLED SUB-LOOP				
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
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 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

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

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

ROUTINE NETWORK MODIFICATIONS⁸

ENGINEERING QUERY ⁹	N/A	N/A	\$ 183.99	N/A
ENGINEERING WORK ORDER ¹⁰	N/A	N/A	\$ 94.40	N/A
EXPEDITE ENGINEERING QUERY ^{9,11}	N/A	N/A	\$ 41.67	N/A
EXPEDITE ENGINEERING WORK ORDER ^{10,11}	N/A	N/A	\$ 27.94	N/A
CLEAR DEFECTIVE PAIR	N/A	N/A	\$ 272.35	N/A
REASSIGNMENT OF NON-WORKING CABLE PAIR	N/A	N/A	\$ 272.35	N/A
BINDER GROUP REARRANGEMENT	N/A	N/A	\$ 529.77	N/A
REPEATER - INSTALLATION	N/A	N/A	\$1,597.10	N/A
APPARATUS CASE - INSTALLATION	N/A	N/A	\$2,992.81	N/A

⁸ This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Frontier does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Frontier to provide a service, facility, arrangement or the like that the Agreement does not require Frontier to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

⁹ Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

¹⁰ Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

¹¹ Expedite Charges apply in addition to other listed rates.

RANGE EXTENDERS - DS-0 Installation	N/A	N/A	\$ 809.72	N/A
RANGE EXTENDERS - DS-1 Installation	N/A	N/A	\$ 809.72	N/A
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	N/A	N/A	\$ 170.30	N/A
SERVING TERMINAL - INSTALLATION / UPGRADE	N/A	N/A	Time and Material	N/A
ACTIVATE DEAD COPPER PAIR	N/A	N/A	\$ 199.90	N/A
MULTIPLEXER - 1/0 - INSTALLATION	N/A	N/A	\$12,211.41	N/A
MULTIPLEXER - 1/0 - RECONFIGURATION	N/A	N/A	\$ 170.30	N/A
MULTIPLEXER - 3/1 - INSTALLATION	N/A	N/A	\$26,981.19	N/A
MULTIPLEXER - 3/1 - RECONFIGURATION	N/A	N/A	\$ 382.34	N/A
MULTIPLEXER - OTHER - INSTALLATION	N/A	N/A	Time and Material	N/A
MOVE DROP	N/A	N/A	\$ 109.28	N/A
CROSS-CONNECTION - EXISTING FIBER FACILITY	N/A	N/A	\$ 346.93	N/A
LINE CARD - INSTALLATION	N/A	N/A	\$ 314.63	N/A
COPPER REARRANGEMENT	N/A	N/A	\$ 482.90	N/A
CENTRAL OFFICE TERMINAL - INSTALLATION	N/A	N/A	\$35,307.87	N/A
IDLC ONLY CONDITION	N/A	N/A	\$36,847.28	N/A
OTHER REQUIRED MODIFICATIONS	N/A	N/A	Time and Material	N/A
OTHER				
Commingled Arrangements – per circuit NRC	N/A	N/A	\$ 50.00	N/A
Conversion - Service Order	N/A	N/A	\$ 19.33	N/A
Conversion - Installation per circuit	N/A	N/A	\$ 7.27	N/A
Circuit Retag - per circuit	N/A	N/A	\$ 59.43	N/A
DARK FIBER				
Dark Fiber Routine Network Modifications	N/A	N/A	Time and Material	N/A

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Intrado orders any service from this Agreement.

Customer Record Search applies when Intrado 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 the CLEC.

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 the CLEC.

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, Drop and NID.

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

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 EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Frontier 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, 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 Intrado requests service prior to the standard due date intervals and the expedite request can be met by Frontier.

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

Hot Coordinated Conversion First Hour applies if Intrado 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 the CLEC.

IV. Rates and Charges for 911

See State Access Tariff.

V. Collocation Rates

See Wisconsin Local Network Access Tariff, P.S.C. W5, Section 5.18.6.

EXHIBIT A TO SECTION 3.1 (FIBER MEET ARRANGEMENT) OF THE INTERCONNECTION ATTACHMENT

Technical Specifications and Requirements

for

**Intrado - FRONTIER NORTH INC.
Fiber Meet Arrangement No. [XX]**

The following technical specifications and requirements will apply to Intrado - Frontier North Inc. Fiber Meet Arrangement [NUMBER] ("FM No. [XX]"):

1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Frontier's [NAME OF TANDEM/END OFFICE] and Intrado' [NAME OF TANDEM/END OFFICE] in the State of Wisconsin. A diagram of FM No. [XX] is included as Exhibit A-1.
2. Fiber Meet Points ("FMPs").
 - 2.1 FM No. [XX] will be configured as shown on Exhibit A-1. FM No. [XX] will have two FMPs. Neither FMP is more than three (3) miles from the nearest Frontier Tandem or End Office.
 - 2.2 Frontier will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [____] strands of its fiber optic cable in the FNID. The FNID provisioned by Frontier will be a [MANUFACTURER, MODEL]. Frontier will bear the cost of installing and maintaining its FNID. The fiber patch panel within Frontier's FNID will serve as FMP No. 1. Frontier will provide a fiber stub at the fiber patch panel in Frontier's FNID for Intrado to connect [____] strands of its fiber cable [____] connectors. Frontier's FNID will be locked, but Frontier and Intrado will have 24 hour access to their respective side of the fiber patch panel located in Frontier's FNID.
 - 2.3 Intrado will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [____] strands of its fiber optic cable in the FNID. The FNID provisioned by Intrado will be a [MANUFACTURER, MODEL]. Intrado will bear the cost of installing and maintaining its FNID. The fiber patch panel within Intrado' FNID will serve as FMP No. 2. Intrado will provide a fiber stub at the fiber patch panel in Intrado' FNID for Frontier to connect [____] strands of its fiber cable. Intrado' FNID will be locked, but Intrado and Frontier will have 24 hour access to their respective side of the fiber patch panel located in Intrado' FNID.
3. Transmission Characteristics.
 - 3.1 FM No. [XX] will be built [as a ring configuration].
 - 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].

- 3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].
 - 3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.
 - 3.5 The optical transmission rate will be [Unidirectional] OC-[XX].
 - 3.6 The path switch protection shall be set as [Non-Revertive].
 - 3.7 Frontier and Intrado shall provide [Primary Reference Source traceable timing].
4. Add Drop Multiplexer.
- 4.1 Frontier will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Frontier will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Frontier must provide Intrado with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Frontier's Add Drop Multiplexer.
 - 4.2 Intrado will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Intrado will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Intrado must provide Frontier with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in Intrado' Add Drop Multiplexer.
 - 4.3 Intrado and Frontier will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.
 - 4.4 The Data Communication Channel shall be disabled between the Frontier and Intrado Add Drop Multiplexers of FM No. [XX].
5. Testing.
- 5.1 Prior to turn-up of FM No. [XX], Frontier and Intrado will mutually develop and implement testing procedures for FM No. [XX]
6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").
- 6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to Intrado as a final step of turn up of the FM No. [XX].
 - 6.2 For one-way trunk arrangements, Frontier will control the CFA for the subtending facilities and trunks connected to Frontier's slots and Intrado will control the CFA for the subtending facilities and trunks connected to Intrado' slots. Intrado will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Frontier will place orders against the

second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Frontier and Intrado shall jointly designate the slot assignments for Frontier's Add Drop Multiplexers and Intrado's Add Drop Multiplexer in FM No. [XX].

- 6.3 For two-way trunk arrangements, Intrado shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. Intrado shall place facility and trunk orders against the total available SAA capacity of FM No. [XX].

7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

- 7.1 Frontier and Intrado will inventory FM No. [XX] in their operational support systems before the order flow begins.
- 7.2 Frontier and Intrado will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.
- 7.3 Frontier will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Frontier's side of the FMPs, as well as delivering its applicable traffic to the FMPs. Intrado will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the Intrado's side of the FMPs, as well as delivering its applicable traffic to the FMPs. As such, other than payment of any applicable intercarrier compensation charges pursuant to the terms of the Agreement, neither Party shall have any obligation to pay the other Party any charges in connection with FM No. [XX].
- 7.4 Frontier and Intrado will provide alarm surveillance for their respective FM No. [XX] transport facilities. Frontier and Intrado will notify each other's respective maintenance control office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.

8. Cancellation or Modification of FM No. [XX].

- 8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.
- 8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.
- 8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.

*****CUSTOMER*****

FRONTIER NORTH INC.

By: _____

Date: _____

TO BE EXECUTED AT A LATER DATE

Exhibit A-1

**Intrado - FRONTIER NORTH INC.
Fiber Meet Arrangement No. [XX]**

City, State

AMENDMENT NO. ONE
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
FRONTIER NORTH INC.

AND

INTRADO COMMUNICATIONS INC.

This Amendment No. One (this "Amendment") shall be deemed effective upon commission approval (the "Amendment Effective Date") by and between Frontier North Inc. ("Frontier"), a Wisconsin corporation with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Intrado Communications Inc. ("Intrado"), a Delaware corporation with offices at 1601 Dry Creek Drive, Longmont, CO 80503. Frontier and Intrado may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the legal entity of Frontier North Inc. (the "State").

WITNESSETH:

WHEREAS, Frontier and Intrado are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"); and

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

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Frontier Tariff or a Frontier Statement of Generally Available Terms and Conditions ("SGAT").
2. **Miscellaneous Provisions**
 - 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
3. Reciprocal Compensation. Reciprocal compensation rates in this Agreement will be phased down as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed in the future. When any such revisions, reconsiderations, modifications or changes are effective, such action shall be automatically incorporated into the Agreement. For clarity, Reciprocal compensation rates are capped effective immediately and subject to reductions pursuant to the FCC's Reform Timeline as outlined in paragraph 801 of FCC 11-161, or as such Reform Timeline may be revised, reconsidered, modified or changed in the future.
- 3.1 Notwithstanding any other provisions contained in this Amendment, the Parties agree to continue to exchange 911 traffic pursuant to 911 Attachment, Sections 1.7.2 and 1.7.3 on a bill and keep basis; i.e. meaning neither Party will bill the other Party a minute of use charge to terminate 911 traffic on their network.
4. VoIP Traffic. VoIP Traffic exchanged pursuant to this Agreement will be governed by the default provisions of *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed in the future. When such revisions, reconsiderations, modifications or changes are effective, such provisions shall be automatically incorporated into this Agreement. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the *USF/ICC Transformation Order*, interexchange VoIP-originated traffic terminated to Frontier is subject to Frontier's interstate access charges,

and local VoIP-originated traffic terminated to Frontier is subject to the reciprocal compensation provisions of this Agreement.

4. Notices

4.1 All notices required under the Agreement for Frontier North Inc. shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

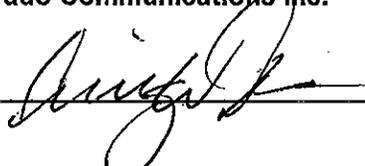
Frontier Communications
Attn: Director, Business Operations – Carrier Services
180 S. Clinton Ave
Rochester, NY, 14646

With Copy to:

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

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

Intrado Communications Inc.

By: 

Printed: Craig W. Donaldson

Title: SVP, Regulatory & Government Affairs, Regulatory Counsel

Date: April 11, 2012

Frontier North Inc.

By: 

Printed: Stephen Levan

Title: SVP, Carrier Sales and Service

Date: 5-2-12