

MEET POINT BILLING AGREEMENT

BETWEEN

THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY

AND

CIERA NETWORK SYSTEMS, INC.

**TELCO AGREEMENT
FOR MEET POINT BILLING**

This Agreement, which shall become effective as of the ___ day of _____, 2001 (“Effective Date”), is entered into between CLEC, an Ohio corporation with principal offices at 3046 Brecksville, Summit II Bldg., Unit A, Richfield, Ohio 44286, (hereinafter “CLEC”) and The Southern New England Telephone Company, with a principal place of business at 310 Orange Street, New Haven, Connecticut, 06510, (hereinafter “Telco”), (individually, the “Party” and collectively, the “Parties”). Any word not defined herein shall have the meaning generally understood in the telecommunications industry.

WITNESSETH:

WHEREAS, Telco currently provides tandem switching between Telco’s network and interexchange carrier (“IEC”) networks for inward/outward traffic transiting any Telco tandem switch to which CLEC interconnects and bills such IEC access charges for use of Telco’s network; and

WHEREAS, CLEC is a certified local exchange carrier requesting that Telco provide tandem switching between CLEC and interexchange carrier networks for the processing of interstate and intrastate calls to (outward originating) and from (inward terminating) CLEC’s end office NXXs; and

WHEREAS, Telco and CLEC desire to submit separate bills, pursuant to their separate tariffs, to interexchange carriers for their own portion of jointly provided switched access service; and

WHEREAS, Telco, has developed multiple bill/single tariff meet point billing (“Meet Point Billing” or “Billing”) to provide the Parties the ability to bill the appropriate IECs for interstate and intrastate calls originating or terminating on CLEC’s network that transit any Telco tandem switch to which CLEC interconnects.

WHEREAS, Telco and CLEC agree that it is in their mutual interest that CLEC purchase Meet Point Billing for IEC tandem switching service from Telco;

NOW, THEREFORE, Telco and CLEC agree as follows:

1. This Agreement is effective as of the ___ day of _____, 2001 (“Effective Date”) and shall continue in effect thereafter until terminated by either Party as set forth herein. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party. Upon such termination, neither Party shall have any liability to the other Party, provided that CLEC shall be

obligated to pay the one time charge arising under Section 4 hereof; and any and all other charges incurred by CLEC up to and through the date of termination as set forth in Section 4, Section 10, Section 15, and Section 16 hereof; and, provided further that should Telco terminate this Agreement without cause within one (1) year from the Effective Date, Telco's sole and exclusive liability to CLEC shall be to refund the one-time development charge as set forth in Section 4 hereof.

2. Upon the execution of this Agreement and receipt of CLEC's Access Service Request (ASR) for the interconnection trunking, purchased pursuant to the Connecticut Access Service Tariff, incorporated by reference herein, at its Connecticut locations to Telco's tandem switch(es), Telco will process the interstate and intrastate calls for CLEC's end office NXXs to (outward originating) and from (inward terminating) the appropriate IEC transiting Telco's tandem switch(es). CLEC will contact and negotiate its direct arrangements with such IECs.
3. Upon the execution of this Agreement Telco will assign internal resources to implement the development of Meet Point Billing for CLEC. Telco anticipates such work effort to take, at a minimum, three (3) months from the assignment of such resources, understanding that CLEC must also expeditiously assign resources for the provisioning and testing of the test file.
4. The Parties have agreed as follows:
 - 4.1 CLEC agrees to pay Telco \$28,374.00 to develop enhancements to Telco's current billing system. Telco will invoice CLEC on the following schedule:
 - (a) *\$14,187.00 upon the ordering or purchasing of services or facilities hereunder by CLEC; and*
 - (b) \$14,187.00 upon verification from CLEC that the first set of Access Usage Records (AUR) for actual CLEC test calls, the exchange of which is agreed to by the Parties in Section 12 hereof, have been received which meet the Meet Point Billing Standards documented in Ordering and Billing Forum's (OBF), Exchange Message Interface (EMI) or OBF release in effect upon execution of this Agreement and as implemented by Telco.
 - 4.2 Upon completion of the enhancements, Telco will have the capability to:

- (a) prepare and transmit AURs for inward terminating calls for the appropriate carriers to CLEC; and
 - (b) receive Summary Usage Records (SUR) from CLEC for inward terminating and outward originating calls for the appropriate carriers, and use these records to bill access charges to carriers for use of Telco's network.
5. CLEC agrees to tender any payments due under this Agreement within thirty (30) days from the date of Telco's invoice ("Due Date"). Failure by CLEC to pay any invoice by the Due Date shall be considered a breach of this Agreement. CLEC, upon notice from Telco of such breach, shall cure such breach within thirty (30) days of such notice. Telco may terminate this Agreement without further notice should CLEC fail to cure said breach within the thirty (30) day period, and may pursue all available remedies within the limits of this Agreement for such breach.
 6. Telco will capture the inward terminating call records that are destined for CLEC's end office NXX. Telco will send these records in daily (Monday through Friday, inclusive of holidays) files via Network Data Mover ("NDM") data link to CLEC. Telco and CLEC will exchange Billing Account Reference (BAR) and Billing Account Cross Reference (BACR) information and will coordinate Initial Billing Company/Subsequent Billing Company (IBC/SBC) billing cycles. Telco will share its IEC billing information with CLEC. Any IEC billing information given to CLEC by Telco with respect to Meet Point Billing shall be used by CLEC solely for that purpose.
 7. Telco will bill or reserve the right to bill the IEC the following access elements: 50% of Telco's rate for tandem transport termination, a negotiated bordering interconnection percentage (BIP) of transport, tandem switching, entrance facility, and transport interconnection charges.
 8. Upon the execution of this Agreement, CLEC will include in NECA Tariff 4 CLEC's office CLLI codes, company codes and negotiated BIP billing factors.
 9. Upon receipt of EMI Monthly Summary Records from CLEC for inward terminating and outward originating calls, Telco will process such EMI records for Telco's portion of Billing to the appropriate IEC.

10. CLEC will be responsible for the ordering, installation, maintenance and all costs associated with the Network Data Mover - Multiple Virtual Storage (NDM-MVR) communication software required to communicate with Telco in the provision of the Billing and the associated facility for data transmission.
11. CLEC will have the right to bill the equivalent of the following access elements: carrier common line charge, local switching, 50% of CLEC's rate for tandem transport termination and the negotiated BIP of transport.
12. Telco and CLEC agree to exchange test files to support implementation of the Billing prior to live production.
13. Telco and CLEC agree to conform to Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) guidelines unless both companies mutually agree to exceptions to such guidelines.
14. CLEC agrees to support the data requirements as detailed in Exhibit 1, attached hereto and incorporated herein by reference.
15. CLEC agrees to support future changes or enhancements to the Billing, including but not limited to OBF, EMI or MECAB releases. CLEC agrees to implement such changes or enhancements as soon as is practicable, and further agrees to pay to Telco any interim costs incurred by Telco until such time as CLEC is able to implement such changes or enhancements.
16. If CLEC wishes Telco to perform work relative to the Billing that is not specifically covered by this Agreement, CLEC shall submit a written request to Telco outlining its requirements. Telco will manage and prioritize CLEC's request in relation to the Billing currently provided to support other C-LECs, and Telco shall respond with a written estimate of the time and cost necessary to perform the work effort along with any applicable terms and conditions. Upon written authorization by CLEC, Telco shall proceed with the work as outlined in its estimate. Any rates or charges applicable to such future enhancements shall be separately negotiated by the Parties, and along with any applicable terms and conditions, shall be evidenced in an Amendment to this Agreement, signed by both Parties.
17. Notwithstanding any term or condition in this Agreement, the Parties agree that this Agreement shall be subject to any applicable federal or state laws and any rules, regulations, tariffs or orders of a state or federal regulatory body.

18. This Agreement is made in and shall be governed by the laws of the state of Connecticut.
19. The term "Confidential Information" shall mean all material, information, data and other communications, including this Agreement, disclosed during the performance of this Agreement by either Party and/or one or more of its parent, subsidiary or affiliated corporations (the "Originating Party"), to the other Party and/or one or more of its parent, subsidiary or affiliated corporations (the "Receiving Party") and, if in writing, marked as "Confidential" or "Proprietary", or , if disclosed orally, designated as confidential at the time of disclosure, and reduced to writing within a reasonable period of time from the time of disclosure and marked as "Confidential" or "Proprietary".
 - 19.1 All Confidential Information of either Party:
 - (i) shall not be copied, used, distributed, disclosed, disseminated or communicated in any way or form by the Receiving Party whether or not for its own benefit, (a) to anyone outside of its own organization except its agents or contractors or (b) to anyone within its own organization except on a "need-to-know" basis;
 - (ii) shall be held by the Receiving Party in strict confidence, and shall be treated by it with the same degree of care to avoid disclosure to any third party as is used with respect to the Receiving Party's own information of like importance; and
 - (iii) shall be destroyed or returned to the Originating Party (including, without limitation, all materials, documents, drawings, models, apparatus, sketches, designs, specifications and lists, encompassing or evidencing same or related thereto, and all copies/formats thereof), within thirty (30) days after receipt by the Receiving Party of a written request from the Originating Party setting forth the Confidential Information to be returned within thirty (30) days of such request. Notwithstanding the foregoing, the rights and obligations of each Party with respect to the disclosure of Confidential Information shall survive the return or destruction of Confidential Information pursuant to this Section.

- 19.2 The obligations set forth in this Section 19 shall not apply, or shall terminate, with respect to any particular portion of Confidential Information of the Originating Party which:
- (i) was in the Receiving Party's possession, free of any obligation of confidence, prior to receipt from the Originating Party;
 - (ii) is already in the public domain at the time the Originating Party communicates it to the Receiving Party, or becomes available to the public through no breach of this Agreement by the Receiving Party;
 - (iii) is received independently from a third party free to disclose such information to the Receiving Party;
 - (iv) is developed by the Receiving Party, independently of and without reference to, any Confidential Information of the Originating Party or any other information that the Originating Party has disclosed in confidence to any third party;
 - (v) is disclosed by the Receiving Party to a third party, with the express prior written permission of the Originating Party;
 - (vi) is disclosed by the Receiving Party in order to satisfy any legal requirement of any competent government body; provided, however, that the Receiving Party shall advise the Originating Party of such legal requirement prior to making the required disclosure and that the Receiving Party uses reasonable efforts to obtain protective arrangements for the required Confidential Information.
- 19.3 Nothing contained herein shall be construed as granting to or conferring upon the Receiving Party, expressly or implied, any rights, by license or otherwise, to the Confidential Information of the Originating Party or any other material, information or data, or any invention, discovery, improvement or product of the Originating Party conceived, made or acquired prior to, on or after the date of this Agreement.
20. Both Parties agree that any publicity, including but not limited to public announcements, press releases, sales brochures, advertising or any other publicity materials, which use or imply the name or logo of the other Party or its customers concerning this Agreement or the performance of this Agreement

shall be mutually agreed upon in writing by the Parties prior to release of said publicity.

21. The Parties further agree that, except for CLEC's payment obligations as set forth in Section 4, Section 10, Section 15, and Section 16 herein, and Telco's refund obligation as set forth in Section 1 herein, neither Party shall be liable for any direct, indirect, special, incidental or consequential damages, resulting from the performance of this Agreement. Such incidental or consequential damages shall include but not be limited to lost revenue or profits from customers due to the failure to perform this Agreement.
22. All notices, demands, requests, elections, or other communications herein provided to be given or which may be given by one Party to the other Party shall be made in writing and, except as otherwise provided herein, such notices, demands, requests, elections, or other communications shall be deemed to have been duly given when received. If hand delivered, any such notice, demand, request, election or other communication shall be deemed to have been received on the business day received; if sent by registered mail, return receipt requested, the date of receipt; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile; and in all cases shall be addressed as follows:

If to CLEC:

Robert W. Livingston, CEO
1250 Wood Branch Park Dr., 6th Fl
Houston, TX 77079-1212
Tel: (281) 529-4030
Fax: (281) 529-4694

If to Telco:

Telco Manager - Contracts
530 Preston Avenue, 1st Floor
Meriden, CT 06450
Tel: (203) 634-6383
Fax: (203) 235-6178

The address to which such notices may be given by either Party may be changed by written notice given by such Party to the other Party pursuant to this Section. All notices sent hereunder, whether by mail, overnight courier, or personal delivery, shall be sent return receipt requested.

23. The Parties agree that the Whereas clauses set forth in this Agreement are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly signed by their authorized representatives.

CIERA NETWORK SYSTEMS, INC.

THE SOUTHERN NEW ENGLAND
TELEPHONE COMPANY

By: _____

By: _____

Typed: _____

Typed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

**MEET POINT BILLING REQUIREMENTS FOR
ENHANCED NETWORK ACCESS
TRANSIT TRAFFIC**

1. Record exchange will be EMI Monthly Summary Record
2. Usage From and Through Dates are required
3. Billing End Office NPA/NXX are required
4. Trunk Group Number is required on terminating usage and direct routed usage (critical field - we must have this!)
5. OTID (Feature Group D Only)
6. Routing Method (Direct, Tandem, TSP)
7. Jurisdiction (Inter or Intra)
8. Access Minutes
9. Access Messages
10. Traffic Type (valid at this point in time: 05 (orig), 10 (OPH), 15 (DD), 20 (IDDD), 23 (orig WATS), 25 (orig 800), 27 (term 800), 30 (orig 900), 35 (term), 40 (term DA), 80 (DALE))
11. WATS NPA/NXX
12. IBC Company Code
13. LTL
14. EO CLLI
15. Feature Group
16. IBC Bill Date
17. CIC
18. IBC BAN

Other Exchange of Data Requirements:

1. BAR/BACR
2. Facility identification must match (if applicable)
3. Billing name and address of Access Customer
4. Any other administrative data
5. Coordinate IBC/SBC billing cycles as closely as possible to reduce the delays inherent in usage exchange
6. Implementation must be coordinated

Interexchange Carriers must be provided list which contains:

1. Connecting EC company codes

2. Type of Service
3. Old and new BANs
4. SWC associated with the ACTL (LTL/SWC CLLI)
5. End Office CLLI
6. BAR/BACR
7. CFA if applicable
8. Implementation date