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July 31, 2009

VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

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

Application for Approval of Amended, Extended and Restated }
Agreement between Verizon North Inc. ("Verizon") for the State } 05-TI-
of Wisconsin and Denali Spectrum Operations, LLC ("Denali") }

Dear Ms. Paske,

The enclosed is a copy of the referenced agreement between Verizon North Inc (Verizon) for the State of Wisconsin and Denali Spectrum Operations, LLC ("Denali"). This agreement was effective as of July 1, 2009. This agreement supersedes any prior or contemporaneous agreement, understanding, or representation on the subject matter hereof.

An electronic copy of this agreement was sent to Mr. Ken Barth of the PSCW on July 31, 2009.

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

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

Very Truly Yours,

Michael J. Wirl

c: Dan Graf, Director of Interconnection
Denali Spectrum Operations, LLC
10307 Pacific Center Court
San Diego, CA 92121

Ken Barth – Public Service Commission of Wisconsin - electronic

AMENDED, EXTENDED AND RESTATED AGREEMENT

by and between

DENALI SPECTRUM OPERATIONS, LLC

and

VERIZON NORTH INC.

FOR THE STATE OF

WISCONSIN

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AMENDED, EXTENDED AND RESTATED AGREEMENT

PREFACE

This Amended, Extended and Restated Agreement ("Agreement") shall be deemed effective as of July 1, 2009 (the "Effective Date"), between Denali Spectrum Operations, LLC ("Denali"), a limited liability company organized under the laws of the State of Delaware, with offices at 10307 Pacific Center Court, San Diego, CA 92121, and Verizon North Inc. ("Verizon"), a corporation organized under the laws of the State of Wisconsin, with offices at 8001 West Jefferson Boulevard, Ft. Wayne, IN 46804 (Verizon and Denali 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, Verizon and Denali hereby agree as follows:

1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated 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.
- 1.2 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.
- 1.3 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, Verizon 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 Verizon and Denali.

- 1.4 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.

2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until June 30, 2011 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either Denali or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either Denali or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either Denali or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Denali and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either Denali or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Denali nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

3. Glossary and Attachments

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

- Additional Services Attachment
- Two-Way Wireless Attachment
- Collocation Attachment
- Wireless - 911 Attachment
- Pricing Attachment

4. Applicable Law

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

- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. 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.
- 4.6.1 Notwithstanding Section 4.6 above, to the extent Verizon is required by a change in Applicable Law to provide to Denali a Service that is not offered under this Agreement to Denali, 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 Verizon Tariff, or, in the absence of an applicable Verizon 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 Verizon be required to provide any such Service in the absence of such a Verizon Tariff or amendment.
- 4.7 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, Verizon is not required by Applicable Law to provide any Service, payment or benefit, otherwise required

to be provided to Denali hereunder, then Verizon may discontinue the provision of any such Service, payment or benefit. Verizon will provide sixty (60) days prior written notice to Denali 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 an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply.

5. Assignment

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

6. Assurance of Payment

6.1 Upon request by Verizon, Denali shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.

6.2 Assurance of payment of charges may be requested by Verizon if Denali (a) prior to the Effective Date, has failed to timely pay a bill rendered to Denali by Verizon or its Affiliates, (b) on or after the Effective Date, fails to timely pay a bill rendered to Denali by Verizon or its Affiliates, (c) in Verizon'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.

6.3 Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance reasonably satisfactory to Verizon from a financial institution reasonably acceptable to Verizon. 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 Verizon, for the Services to be provided by Verizon to Denali in connection with this Agreement. If Denali meets the condition in subsection 6.2(d) above or has failed to timely pay two or more bills rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and Denali shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per Calendar Quarter.

6.4 [Intentionally Left Blank].

6.5 [Intentionally Left Blank].

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

- 6.7 If Verizon draws on the letter of credit, upon request by Verizon, Denali shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.
- 6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as Denali has provided Verizon with such assurance of payment.
- 6.9 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve Denali from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

7. Audits

- 7.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the sole purpose of evaluating the accuracy of the Audited Party's bills¹. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$1,000,000.
- 7.2 The audit shall be performed by independent certified public accountants selected and paid 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.
- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.
- 7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

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

¹ Audits also may be performed as expressly authorized by other sections of this Agreement and/or applicable Tariffs.

8.2 Denali represents and warrants that it is a limited liability company 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.

8.3 Denali Certification.

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

9. Billing and Payment; Disputed Amounts

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

9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.

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

9.4 Charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

9.5 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.

10. Confidentiality

- 10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
- 10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
 - 10.1.2 Any forecasting information provided pursuant to this Agreement;
 - 10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as 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);
 - 10.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);
 - 10.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary"; and
 - 10.1.6 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.

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

- 10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:
- 10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
 - 10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
 - 10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
 - 10.4.4 is independently developed by the Receiving Party;
 - 10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - 10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 10.7 The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.

10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

11. Counterparts

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

12. Default

If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for forty-five (45) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

13. [This Section Intentionally Left Blank]

14. Dispute Resolution

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

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

15. Force Majeure

15.1 Neither Party shall be responsible for any delay 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.

15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the

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

- 15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

16. Forecasts

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

17. [This Section Intentionally Left Blank]

18. Good Faith Performance

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

19. Headings

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

20. Indemnification

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

intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, Agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

20.2 Indemnification Process.

- 20.2.1 As used in this Section 20, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 20.1.
- 20.2.2 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:
- 20.2.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.
- 20.2.4 If the Indemnified Person fails to comply with Section 20.2.3 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.
- 20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.
- 20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.
- 20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and,

at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

- 20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.
- 20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.
- 20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.
- 20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

- 21.1 Denali 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, Denali shall maintain the following insurance:
 - 21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.
 - 21.1.2 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.
 - 21.1.3 Excess Liability Insurance, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.
 - 21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 per occurrence.
 - 21.1.5 All risk property insurance on a full replacement cost basis for all of Denali's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.

- 21.2 Any deductibles, self-insured retentions or loss limits (“Retentions”) for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Sections 21.4 and 21.5, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of Denali.
- 21.3 Denali shall name Verizon and Verizon’s Affiliates as additional insureds on the foregoing liability insurance.
- 21.4 Denali shall, within two (2) weeks of the Effective Date hereof at the time of each renewal of, or material change in, Denali’s insurance policies, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director-Negotiations, Verizon Partner Solutions, 600 Hidden Ridge, HQEWMNOTICES, Irving, TX 75038.
- 21.5 Denali shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon’s affiliates to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 21.4.
- 21.6 Failure of Denali or Denali’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.
- 21.7 Certificates furnished by Denali or Denali’s contractors shall contain a clause stating: “Verizon North Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance.”

22. Intellectual Property

- 22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 22.2 Except as stated in Section 22.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE

USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

- 22.4 Denali agrees that the Services provided by Verizon hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Verizon and Verizon's vendors. Verizon agrees to advise Denali, directly or through a third party, of any such terms, conditions or restrictions that may limit any Denali use of a Service provided by Verizon that is otherwise permitted by this Agreement. At Denali's written request, to the extent required by Applicable Law, Verizon will use Verizon's best efforts, as commercially practicable, to obtain intellectual property rights from Verizon's vendor to allow Denali to use the Service in the same manner as Verizon that are coextensive with Verizon's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Verizon has obtained Verizon's intellectual property rights. Denali shall reimburse Verizon for the cost of obtaining such rights.

23. Joint Work Product

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

24. Law Enforcement

- 24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

25. Liability

- 25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a

Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

- 25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.
- 25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.
- 25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:
 - 25.5.1 under Sections 20, Indemnification, or 41, Taxes.
 - 25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.
 - 25.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
 - 25.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - 25.5.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or
 - 25.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 25.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 25.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

26. Network Management

- 26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. Denali and Verizon will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and subject to Section 17, to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.
- 26.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:
- 26.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and taken other actions, if any, required by Applicable Law; and,
- 26.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.
- 26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow the Providing Party's standard procedures for isolating and clearing the outage or trouble.

27. Non-Exclusive Remedies

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

28. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable

efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

29. Notices

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

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by first class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and

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

To Denali:

Denali Spectrum Operations, LLC
Dan Graf
Director of Interconnection
10307 Pacific Center Court
San Diego, CA 92121
Telephone Number: (858) 882-6000
Facsimile Number: (858) 882-6010

with a copy to:

Denali Spectrum Operations, LLC
Vice President - Legal
10307 Pacific Center Court
San Diego, CA 92121
Telephone Number: (858) 882-6000
Facsimile Number: (858) 882-6010

To Verizon:

Director-Negotiations
Verizon Partner Solutions
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1320 North Court House Road
9th Floor
Arlington, VA 22201
Facsimile: (703) 351-3656

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.

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

30. Ordering and Maintenance

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

31. Performance Standards

31.1 Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.

31.2 Denali shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

32. Point of Contact for Denali Customers

32.1 [This Section Intentionally Left Blank]

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

33. Predecessor Agreements

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

33.1.1 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

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

33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.

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

34. Publicity and Use of Trademarks or Service Marks

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

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

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

35. References

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

35.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Verizon 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).

36. Relationship of the Parties

- 36.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.
- 36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 36.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

- 37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (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.
- 37.2 Denali acknowledges Denali has been advised by Verizon that it is Verizon's position that this Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions.

38. Subcontractors

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

39. Successors and Assigns

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

40. Survival

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

41. Taxes

- 41.1 In General. With respect to any purchase 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.
- 41.2 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.
- 41.3 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.
- 41.4 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.

41.5 Liability for Uncollected Tax, Interest and Penalty.

- 41.5.1 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.
- 41.5.2 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.
- 41.5.3 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.
- 41.5.4 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.
- 41.5.5 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.

41.6 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.

41.7 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 Verizon:

Verizon Communications
Tax Department
One Verizon Way, VC53S-221
Basking Ridge, NJ 07920

To Denali:

Denali Spectrum Operations, LLC
Tax Department
10307 Pacific Center Court
San Diego, California 92121

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.

42. Technology Upgrades

Notwithstanding any other provision of this Agreement, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Denali's ability to provide service using certain technologies. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment or software or otherwise. Denali shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

43. Territory

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

43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a

third-person. Verizon shall provide Denali with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice.

44. Third Party Beneficiaries

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

45. [This Section Intentionally Left Blank]

46. 252(i) Obligations

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

47. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

48. Waiver

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

49. Warranties

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

50. Withdrawal of Services

50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may terminate its offering and/or provision of any Service under this Agreement upon sixty (60) days prior written notice to Denali.

50.2 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, Verizon may with sixty (60) days prior written notice

to Denali terminate any provision of this Agreement that provides for the payment by Verizon to Denali of compensation related to traffic, including, but not limited to, Reciprocal Compensation and other types of compensation for termination of traffic delivered by Verizon to Denali. Following such termination, except as otherwise agreed in writing by the Parties, Verizon shall be obligated to provide compensation to Denali related to traffic only to the extent required by Applicable Law. If Verizon 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 Verizon in writing in its sole discretion, Verizon shall be obligated to provide compensation to Denali related to traffic only to the extent required by Applicable Law. If within thirty (30) days after Verizon'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

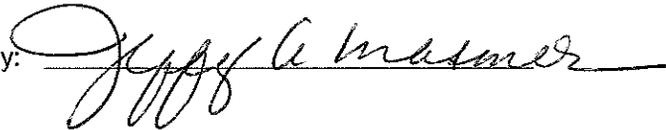
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

DENALI SPECTRUM OPERATIONS, LLC
A Delaware limited liability company

VERIZON NORTH INC.

By: Denali Spectrum License, LLC
Its sole member
By: Denali Spectrum, LLC
Its sole member
By: Denali Spectrum Manager, LLC
Its manager
By: Doyon, Limited
Its manager

By:  _____

By:  _____

Printed: Allen Todd

Printed: Jeffrey A. Masoner

Title: General Counsel & Asst. Sec.

Title: Vice President - Interconnection 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.
The emergency services (E-911) database managed by Verizon that contains company ID, Call Back Number, pANI number, and other information used to process caller location records.
- 2.6 Ancillary Traffic.

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

2.7 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 Business Day.

Monday through Friday, except for holidays observed by Verizon.

2.10 Calendar Quarter.

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

2.11 Calendar Year.

January through December.

2.12 Call Back Number.

A number used by the PSAP to re-contact the location from which the 911/E-911 call was placed. The number may or may not be the number of the station used to originate the 911/E-911 Call.

2.13 CCS (Common Channel Signaling).

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

2.14 Cell Sector.

A geographic area defined by Denali (according to Denali's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

2.15 Cell Site.

The Denali fixed radio transmitting and receiving facilities for carrying wireless traffic from/to the Denali Wireless End User.

2.16 Central Office.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched

telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.17 Central Office Switch.

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

2.18 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).

2.19 CLEC (Competitive Local Exchange Carrier).

Any Local Exchange Carrier other than Verizon that is operating as a Local Exchange Carrier in the territory in which Verizon operates as an ILEC in the State of Wisconsin.

2.20 CLLI Codes.

Common Language Location Identifier Codes.

2.21 CMRS (Commercial Mobile Radio Services).

A radio communications service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that make interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. Denali is or shortly will become a CMRS provider.

2.22 Commission.

Wisconsin Public Service Commission

2.23 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 jurisdiction.

2.24 CPN (Calling Party Number).

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

2.25 CPNI (Customer Proprietary Network Information).

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

2.26 Customer.

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

- 2.27 Default PSAP.
The PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call when it is not feasible to route that 911/E-911 Call to the Designated PSAP.
- 2.28 Designated PSAP.
The primary PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call based upon the pANI passed with the 911/E-911 Call.
- 2.29 Digital Signal Level.
One of several transmission rates in the time-division multiplex hierarchy.
- 2.30 DS1(Digital Signal Level 1).
The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 2.31 DS3 (Digital Signal Level 3).
The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.
- 2.32 EMI (Exchange Message Interface).
Standard used for the interexchange of telecommunications message information between local exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.
- 2.33 End Office Switch or End Office.
A switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.
- 2.34 ESRD (Emergency Service Routing Digits).
A 10-digit North American Numbering plan that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency call through the network.
- 2.35 Exchange Access.
Shall have the meaning set forth in the Act.
- 2.36 [Intentionally Left Blank].
- 2.37 FCC.
The Federal Communications Commission.
- 2.38 FCC Internet Orders.
The following FCC orders: (a) Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound*

Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 (adopted April 18, 2001) (hereinafter the “April 18, 2001 FCC Internet Order”); and, (b) Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of High-Cost Universal Service Support; Federal-State Joint Board on Universal Service; Lifeline and Link Up; Universal Service Contribution Methodology; Numbering Resource Optimization; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Developing a Unified Intercarrier Compensation Regime; Intercarrier Compensation for ISP-Bound Traffic; IP-Enabled Services*, FCC 08-262, CC Docket Nos. 96-45, 96-98, 99-68, 99-200, 01-92, WC Docket Nos. 03-109, 04-36, 05-337, 06-122 (adopted November 5, 2008) (hereinafter the “November 5, 2008 FCC Internet Order”).

2.39 FCC Regulations.

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

2.40 Fixed Wireless Service.

Wireless service that is not Commercial Mobile Radio Service.

2.41 Host ALI Record.

A data record resident in the primary i.e., host, ALI system for a PSAP.

2.42 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.43 Information Access.

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

2.44 Internet Traffic.

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

2.45 InterLATA Service.

Shall have the meaning set forth in the Act.

2.46 IntraLATA.

Telecommunications that originate and terminate within the same LATA.

2.47 InterMTA Traffic.

CMRS traffic originated by a Customer of one Party on that Party’s network in an MTA and terminated to a Customer of the other Party on that Party’s network outside the MTA in which the call originated. InterMTA Traffic is not Reciprocal Compensation Traffic, Measured Internet Traffic or Ancillary Traffic. For

purposes of determining originating and terminating points of a call under this Agreement, Denali will use the Cell Site to which the Denali Customer placing or receiving the call is connected at the beginning of the call.

2.48 IntraMTA Traffic.

CMRS traffic originated by a Customer of one Party on that Party's network in an MTA and terminated to a Customer of the other Party on that Party's network in the same MTA in which the call originated. For purposes of determining originating and terminating points of a call under this Agreement, Denali will use the Cell Site to which the Denali Customer placing or receiving the call is connected at the beginning of the call.

2.49 IXC (Interexchange Carrier).

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

2.50 LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.51 LEC (Local Exchange Carrier).

Shall have the meaning set forth in the Act.

2.52 LERG (Local Exchange Routing Guide).

A Telcordia Technologies reference containing NPA/NXX routing and homing information.

2.53 LIDB (Line Information Data Base).

Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and other entities and validation data for collect and third number-billed calls (e.g., data for billed number screening).

2.54 Measured Internet Traffic.

Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in an MTA, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same MTA. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic.

2.55 MECAB (Multiple Exchange Carrier Access Billing).

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

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

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

- 2.57 [Intentionally Left Blank].

- 2.58 MTA (Major Trading Area).

Major Trading Area as defined by the FCC Regulations, Part 24.202(a).

- 2.59 NANP (North American Numbering Plan).

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

- 2.60 NCAS.

Non-Call Path Associated Signaling.

- 2.61 911/E-911 Call(s).

Call(s) made by Denali end user by dialing the three digit telephone number "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a wireless handset to facilitate the reporting of an emergency requiring response by a public safety agency.

- 2.62 911/E-911 Service Provider.

An entity authorized to provide E-911 network and database services within a particular jurisdiction.

- 2.63 NPA (Numbering Plan Area).

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

- 2.64 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).

- 2.65 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).
- 2.66 Originating Switched Access Detail Usage Data.
- A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.
- 2.67 PAM Protocol.
- The bi-directional ALI-to-ALI real-time steering interface which supports intersystem queries. This interface allows an ALI database serving a PSAP to query a second ALI database for ALI data that is not resident in the ALI Database serving the PSAP.
- 2.68 pANI (Pseudo Automatic Number Identification).
- A non-dialable telephone number used to support routing of wireless 911/E-911 Calls to a PSAP. pANI may identify a wireless cell, Cell Sector or PSAP to which the call should be routed. pANI is also known as routing number, Emergency Service Routing Digits (ESRD) and Emergency Service Routing Key (ESRK).
- 2.69 Phase II.
- Shall have the meaning stated in Report and Order and Further Notice of Proposed Rulemaking, In the Matter of Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems, CC Docket 94-102, RM-8143 (rel. July 26, 1996).
- 2.70 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 Two-Way Wireless Attachment, a Point of Interconnection shall be at a technically feasible point on Verizon's network in a LATA. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Wire Center, Verizon End Office Wire Center, Verizon Tandem Switch or Verizon End Office Switch, but, notwithstanding any other provision of this Agreement or otherwise, would not include a Denali Wire Center, Denali switch or any portion of a transport facility provided by Verizon to Denali or another party between (x) a Verizon Wire Center or switch and (y) the Wire Center or switch of Denali or another party.
- 2.71 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.
- 2.72 Providing Party.
- A Party offering or providing a Service to the other Party under this Agreement.
- 2.73 PSAP.

Public Safety Answering Points.

2.74 Purchasing Party.

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

2.75 Rate Center Area.

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

2.76 Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point of Interconnection".

2.77 Reciprocal Compensation.

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

2.78 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network within the same MTA (i.e. intraMTA), except for Telecommunications traffic that is interstate or intrastate interMTA Exchange Access, interMTA Information Access, or exchange services for interMTA Exchange Access or interMTA Information Access. Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) InterMTA Traffic, including but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, based on the actual originating and terminating points of the complete end-to-end communication; (3) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (4) Tandem Transit Traffic; or, (5) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).

2.79 Routing Number.

The number used to support the routing of wireless 911 Calls. It may identify a wireless Cell Sector or PSAP to which the call should be routed. In NCAS, the Routing Number (identified in standard documents as Emergency Services Routing Key "ESRK") is a ten-digit number translated and out pulsed from a Cell

Sector identifier at the service control point that routes the 911 Call to the appropriate PSAP. The Routing Number is also the search-key from a PSAP query to an ALI database for a Host ALI Record with a matching Routing Number.

2.80 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.81 Service.

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

2.82 SS7 (Signaling System 7).

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

2.83 Switched Exchange Access Service.

The offering of transmission and switching services for the purpose of the origination or termination of Exchange Access. 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.

2.84 Tandem Switch.

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

2.85 Tariff.

2.85.1 Any applicable Federal or state tariff of a Party, as amended from time-to-time; or

2.85.2 Any standard agreement or other document, as amended from time-to-time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

- 2.86 Telcordia Technologies.
Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).
- 2.87 Telecommunications Carrier.
Shall have the meaning set forth in the Act.
- 2.88 Telecommunications Services.
Shall have the meaning set forth in the Act.
- 2.89 Telephone Exchange Service.
Shall have the meaning set forth in the Act.
- 2.90 Terminating Switched Access Detail Usage Data.
A category 1101XX record as defined in the EMI Telcordia Practice BR-010-200-010.
- 2.91 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.
- 2.92 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.
- 2.93 Traffic Factor 1.
For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate InterMTA traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate InterMTA and intrastate InterMTA traffic. $(\text{Interstate InterMTA Traffic Total Minutes of Use} \div \{\text{Interstate InterMTA Traffic Total Minutes of Use} + \text{Intrastate InterMTA Traffic Total Minutes of Use}\}) \times 100$. Until the form of a Party's bills is updated to use the term "Traffic Factor 1", the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU".
- 2.94 Traffic Factor 2.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of use (including Measured Internet Traffic). ($\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Total Minutes of Use}} \times 100$). Until the form of a Party's bills is updated to use the term "Traffic Factor 2", the term "Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as "Percent Local Usage" or "PLU".

2.95 Wire Center.

A building or portion thereof which serves as the premises for one or more Central Offices Switches and related facilities.

ADDITIONAL SERVICES ATTACHMENT

1. [This Section Intentionally Left Blank]

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

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

3. Directory Assistance (DA) and Operator Services (OS)

3.1 Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (OS), and/or directory assistance listings database. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access. In the case of such a request, Denali shall contact its Verizon Account Manager for purpose of obtaining a draft of such an arrangement.

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

4. [This Section Intentionally Left Blank]

5. Voice Information Service Traffic

5.1 For purposes of this Section 5, (a) Voice Information Service means a service that provides [i] recorded voice announcement information or [ii] a vocal discussion program open to the public, and (b) Voice Information Service Traffic means intraLATA switched voice traffic, delivered to a Voice Information Service. Voice Information Service Traffic does not include any form of Internet Traffic. Voice Information Service Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties. Voice Information Service Traffic is not subject to Reciprocal Compensation charges under Section 7 of the Two-Way Wireless Attachment.

5.2 Denali shall have the option to route Voice Information Service Traffic that originates on its own network to the appropriate Voice Information Service connected to Verizon's network. In the event Denali exercises such option, Denali will establish, at its own expense, a dedicated trunk group to the Verizon Voice Information Service serving switch. This trunk group will be utilized to allow Denali to route Voice Information Service Traffic originated on its network to Verizon. For such Voice Information Service Traffic, unless Denali has entered into a written agreement with Verizon under which Denali will collect from Denali's Customer and remit to Verizon the Voice Information Service provider's charges, Denali shall pay to Verizon without discount any Voice Information Service provider charges billed by Verizon to Denali. Denali shall pay Verizon such charges in full regardless of whether or not Denali collects such charges from its Customer.

6. [This Section Intentionally Left Blank]

7. [This Section Intentionally Left Blank]

8. [This Section Intentionally Left Blank]

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

9.1 Verizon shall afford Denali non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by Verizon. Such access shall be provided in accordance with, but only to the extent required by, Applicable Law, pursuant to Verizon's applicable Tariffs, or, in the absence of an applicable Verizon Tariff, Verizon'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.

9.2 [This Section Intentionally Left Blank]

10. [This Section Intentionally Left Blank]

11. [This Section Intentionally Left Blank]

12. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Wisconsin a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with Denali 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.

TWO-WAY WIRELESS ATTACHMENT

1. General

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 Verizon's network in a LATA, for the transmission and routing of Telephone Exchange Service and Exchange Access. By way of example, a technically feasible Point of Interconnection on Verizon's network in a LATA would include an applicable Verizon Tandem Wire Center, Verizon End Office Wire Center, Verizon Tandem Switch, or Verizon End Office Switch, but, notwithstanding any other provision of this Agreement or otherwise, would not include a Denali Wire Center, Denali switch or any portion of a transport facility provided by Verizon to Denali or another party between (x) a Verizon Wire Center or switch and (y) the Wire Center or switch of Denali or another party. For brevity's sake, the foregoing examples of locations that, respectively, are and are not "on Verizon's network" shall apply (and are hereby incorporated by reference) each time the term "on Verizon's network" is used in this Agreement.

2. Points of Interconnection and Trunk Types

2.1 Points of Interconnection.

Each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA selected by Denali.

2.2 Trunk Types.

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

2.2.1.1 Type 2A Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, Tandem Transit Traffic, translated LEC IntraLATA toll free service access code (*e.g.*, 800/888/877) traffic, InterMTA Traffic, and Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment. Type 2A arrangements and variations are in accordance with Telcordia Technologies Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto). In the event of a conflict between GR-145-Core and requirements of this Agreement, this Agreement shall govern.

2.2.1.2 Type 2B Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, InterMTA Traffic, and Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment. Type 2B arrangements and variations are in accordance with Telcordia Technologies Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto). In the event of a conflict between GR-145-Core and requirements of this Agreement, this Agreement shall govern.

- 2.2.1.3 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between Denali Customers and purchasers of Switched Exchange Access Service via a Verizon Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Sections 9 through 11 of this Attachment.
- 2.2.1.4 Auxiliary Connections to a Verizon End Office used on a one-way basis by Denali for access to services provided by Verizon pursuant to a Verizon Tariff including, but not limited to, basic 911, operator services and directory assistance. Any use of an Auxiliary Connection other than as specified in this Agreement is outside the scope of this Agreement and such usage is subject to charges associated with the services for which such Auxiliary Connection is used by Denali. SS7 signaling may not be available with a Verizon Auxiliary Connection.
 - 2.2.1.4.1 Where feasible, Verizon and Denali will use commercially reasonable efforts to replace Auxiliary Connections with Type 2A or 2B Interconnection Trunks.
- 2.2.1.5 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to, (1) choke trunks for traffic congestion and testing; and, (2) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.
- 2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks, Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks) or Trunks for 500/555 traffic.
- 2.2.3 In accordance with the terms of this Agreement, the Parties will deploy One Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two Way Interconnection Trunks (trunks with traffic going in both directions).
- 2.2.4 Denali shall establish separate Interconnection Trunk group(s) between Denali's network and each Verizon Tandem in a LATA with a subtending End Office(s) to which Denali originates calls for Verizon to terminate. Verizon shall have no obligation, and may decline, to switch and route traffic through one Verizon Tandem Switch to another Verizon Tandem Switch.
- 2.2.5 Where the Parties establish an interconnection arrangement described in Section 2.4.3 below between the Denali network and a Verizon Tandem Switch, in the event the volume of the traffic between the Parties (including both Denali-to-Verizon traffic and Verizon-to-Denali traffic) transported between that Verizon Tandem Switch and a Verizon End Office Switch subtending that Verizon Tandem Switch exceeds the Centum Call Second (Hundred Call Second) busy hour equivalent of one (1) DS1 at any time and/or 200,000 minutes of use

for a single month, Denali shall promptly submit an ASR(s) to Verizon to establish an interconnection arrangement described in Section 2.4.3 below from the Denali network to that Verizon End Office Switch.

2.2.6 This Section 2.2.6 applies with regard to interconnection arrangements other than those covered by Section 2.2.5 above. In the event the volume of the traffic between the Parties (including both Denali-to-Verizon traffic and Verizon-to-Denali traffic) transported between a Verizon End Office and a technically feasible Point of Interconnection on Verizon's network in a LATA, which is carried by a Final Tandem Interconnection Trunk group, exceeds the Centum Call Second (Hundred Call Second) busy hour equivalent of one (1) DS1 at any time and/or 200,000 minutes of use for a single month: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly establish new or augment existing End Office One-Way Interconnection Trunk groups between the Verizon End Office and the technically feasible Point of Interconnection on Verizon's network; or, (b) if Two-Way Interconnection Trunks are used, then Denali shall promptly submit an ASR to Verizon to establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Verizon End Office and the technically feasible Point of Interconnection on Verizon's network.

2.2.7 Where the Parties establish an interconnection arrangement described in Section 2.4.3 below between the Denali network and a Verizon Tandem Switch, except as otherwise agreed in writing by the Parties, the total number of Interconnection Trunks between Denali's network and the Verizon Tandem Switch will be limited to a maximum of 240 trunks. In the event that the volume of traffic between Denali's network and such a Verizon Tandem Switch exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, Denali shall promptly submit an ASR(s) to Verizon to establish interconnection arrangements as described in Section 2.4.3 below from the Denali network to Verizon End Office Switch(es) subtending that Tandem Switch and Interconnection Trunks over such arrangements to insure that the volume of traffic between Denali's network and the Verizon Tandem Switch does not exceed the capacity of the 240 trunks.²

2.2.8 This Section 2.2.8 applies with regard to interconnection arrangements other than those covered by Section 2.2.7 above. Except as otherwise agreed in writing by the Parties, the total number of Tandem Interconnection Trunks between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between a technically feasible Point of Interconnection on Verizon's network and a Verizon Tandem exceeds, or reasonably can

² Notwithstanding the provisions of Section 2.2.7, above, during the period prior to October 1, 2009, the total number of Tandem Interconnection Trunks between Denali's network and the Verizon Tandem Switch may exceed the 240 trunk limit up to a maximum of 480 trunks; provided that, the 240 trunk limit may be exceeded only if all of the following conditions have been met, (a) the utilization level of the Tandem Interconnection Trunks must be at least 80 percent, (b) the requirements of Section 2.2.5 above must have been complied with, and (c) Tandem Interconnection Trunks in excess of the 240 trunk limit may be ordered in increments of no greater than four (4) DS1s at a time.

be expected to exceed, the capacity of the 240 trunks, Denali shall promptly submit an ASR(s) to Verizon to establish new or additional End Office Trunks to insure that the volume of traffic between the technically feasible Point of Interconnection on Verizon's network and the Verizon Tandem does not exceed the capacity of the 240 trunks.

2.3 One Way Interconnection Trunks.

2.3.1 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Denali to Verizon, Denali, at Denali's own expense, shall:

2.3.1.1 provide its own facilities for the delivery of traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or

2.3.1.2 obtain transport for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third-party, or, (b) if Verizon offers such transport pursuant to this Agreement or an applicable Verizon Tariff, from Verizon.

2.3.1.3 For each Tandem One -Way Interconnection Trunk group for delivery of traffic from Denali to Verizon with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Denali will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%). In the event Denali fails to submit an ASR to disconnect One-Way Interconnection Trunks as required by this Section, Verizon may bill (and Denali shall pay) for the excess Interconnection Trunks at the rates set forth in the Pricing Attachment.

2.3.2 Where the Parties use One-Way Interconnection Trunks for the delivery of traffic from Verizon to Denali, Verizon, at Verizon's own expense, shall provide its own facilities for delivery of the traffic to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

2.4 Two-Way Interconnection Trunks.

2.4.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and Denali, Denali, at its own expense, shall:

2.4.1.1 provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA; and/or

2.4.1.2 obtain transport to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA (a) from a third-party, or, (b) if Verizon offers such transport pursuant to this Agreement or an applicable Verizon Tariff, from Verizon.

2.4.2 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and Denali, Verizon, at its own

expense, shall provide its own facilities to the technically feasible Point(s) of Interconnection on Verizon's network in a LATA.

2.4.3 This Section 2.4.3 shall apply only if all of the following conditions are met:

Verizon pursuant to a Verizon Exchange Access Tariff provides transport facilities between Denali's network and a Verizon Tandem Switch or a Verizon End Office Switch (hereinafter in this Section 2.4.3 such Verizon-provided transport facilities between Denali's network and a Verizon Tandem Switch or a Verizon End Office Switch are referred to as "Verizon-provided Transport Facilities," such Verizon Tandem Switch is referred to as the "Verizon-pTF Tandem Switch," and such Verizon End Office Switch is referred to as the "Verizon-pTF End Office Switch"); and

The Parties use Two-Way Interconnection Trunks for the exchange of traffic between the Parties over those Verizon-provided Transport Facilities; and

Such Verizon-provided Transport Facilities and Two-Way Interconnection Trunks connect to the Verizon-pTF Tandem Switch or Verizon-pTF End Office Switch; and

The traffic carried by such Verizon-provided Transport Facilities and Two-Way Interconnection Trunks is switched by the Verizon-pTF Tandem Switch or Verizon-pTF End Office Switch to which such Verizon-provided Transport Facilities and Two-Way Interconnection Trunks connect; and

Where the Verizon-provided Transport Facilities and Two-Way Interconnection Trunks connect to a Verizon-pTF Tandem Switch, the only traffic terminating to Verizon Customers carried by such Verizon-provided Transport Facilities and Two-Way Interconnection Trunks shall be traffic terminating to Verizon Customers who are served by Verizon End Office Switches that subtend that Verizon-pTF Tandem Switch; and

Where the Verizon-provided Transport Facilities and Two-Way Interconnection Trunks connect to a Verizon-pTF End Office Switch, the only traffic terminating to Verizon Customers carried by such Verizon-provided Transport Facilities and Two-Way Interconnection Trunks shall be traffic terminating to Verizon Customers who are served by that Verizon-pTF End Office Switch.

2.4.3.1 Denali shall pay the Verizon charges (as set out in Verizon's applicable Exchange Access Tariff) for the Verizon-provided Transport Facilities; provided that, the Verizon monthly recurring charges (as set out in Verizon's applicable Exchange Access Tariff) for those Verizon-provided Transport Facilities shall be reduced by a percentage amount equal to Verizon's percentage of use of those Verizon-provided Transport Facilities to send traffic to Denali. The Parties shall work cooperatively to calculate a Verizon percentage of use factor for each such Verizon-provided Transport Facility, using minutes of use data for

that Verizon-provided Transport Facility. ($\frac{\{\text{Verizon-to-Denali Total Minutes of Use for the Verizon-provided Transport Facility}\}}{\{\text{Total Minutes of Use for the Verizon-provided Transport Facility}\}} \times 100$). Except as otherwise agreed by the Parties, this calculation shall be performed once each Calendar Quarter and shall apply for the next Calendar Quarter and thereafter until a new calculation is performed and becomes effective.

2.4.3.1.1 Each Party shall have the right to conduct an audit of the other Party's books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Verizon percentage of use factor and the completeness and accuracy of the usage information and other information used to calculate that factor. This audit shall be performed in accordance with Section 7 of the General Terms and Conditions of this Agreement.

2.4.3.2 With regard to the Verizon-provided Transport Facilities and Two-Way Interconnection Trunks and the traffic exchanged over such Verizon-provided Transport Facilities (including, but not limited to, Reciprocal Compensation Traffic and Internet Traffic), the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect shall be deemed to be the Verizon-pTF Tandem Switch or Verizon-pTF End Office Switch to which the Verizon-provided Transport Facilities and Two-Way Interconnection Trunks connect.

2.4.3.3 Subject to Section 2.4.3.3.1 following, notwithstanding any other provision of this Agreement (including, but not limited to, Section 7.1 following), a Tariff or otherwise, Denali shall not bill to Verizon, and Verizon shall not be obligated to pay to Denali, any charges for the Verizon-provided Transport Facilities or Two-Way Interconnection Trunks, or the transport and/or termination of traffic over such Verizon-provided Transport Facilities or Two-Way Interconnection Trunks.

2.4.3.3.1 If Verizon is unable to reflect on its bills to Denali the percentage reduction in Verizon monthly recurring charges attributable to Verizon's use of the Verizon-provided Transport Facilities to send traffic to Denali as provided in Section 2.4.3.1 above, Verizon shall bill the full amount of these monthly recurring charges to Denali and Denali shall bill to Verizon the portion of the Verizon monthly recurring charges attributable to Verizon's use of the Verizon-provided Transport Facilities to send traffic to Denali.

2.4.4 Prior to establishing any Two-Way Interconnection Trunks, Denali shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall

provide to the other Party originating Centum Call Second (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of End Office and Tandem Two-Way Interconnection Trunks and the interface specifications at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.

- 2.4.5 On a semi-annual basis, Denali shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Interconnection Trunks that Denali anticipates that Verizon will need to provide during the ensuing two (2) year period for the exchange of traffic between Denali and Verizon. Denali's trunk forecasts shall conform to the Verizon CLEC trunk forecasting guidelines as in effect at that time.
- 2.4.6 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Interconnection Trunks.
- 2.4.7 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 2.4.8 With respect to End-Office Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Second (Hundred Call Second) equal to five (5).
- 2.4.9 Two-Way Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design-blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Two-Way Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design-blocking objective of Neal Wilkinson B.01 during the average time consistent busy hour. Verizon and Denali shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR-2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).
- 2.4.10 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed its design-blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.
- 2.4.11 Denali shall determine and order the number of Two-Way Interconnection Trunks that are required to meet the applicable design-blocking objective for all traffic carried on each Two-Way Interconnection Trunk group. Denali shall order Two-Way Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Interconnection Trunks to be installed and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. Denali shall complete

ASRs in accordance with OBF Guidelines as in effect from time to time.

- 2.4.12 Verizon may (but shall not be obligated to) monitor Two-Way Interconnection Trunk groups using service results for the applicable design-blocking objective. If Verizon observes blocking in excess of the applicable design objective on any Tandem Two-Way Interconnection Trunk group and Denali has not notified Verizon that it has corrected such blocking, Verizon may submit to Denali a Trunk Group Service Request directing Denali to remedy the blocking. Upon receipt of a Trunk Group Service Request, Denali will complete an ASR to establish or augment the End Office Two-Way Interconnection Trunk group(s), or, if mutually agreed, to augment the Tandem Two-Way Interconnection Trunk group with excessive blocking and submit the ASR to Verizon within five (5) Business Days.
- 2.4.13 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. Denali will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Denali will promptly submit ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the Two-Way Interconnection Trunks should not be disconnected. In the event Denali fails to submit an ASR for Two-Way Interconnection Trunks in conformance with this Section, Verizon may bill Denali for the excess Interconnection Trunks at the applicable Verizon rates.
- 2.4.14 Because Verizon will not be in control of when and how many Two-Way Interconnection Trunks are established between its network and Denali's network, Verizon's performance in connection with these Two-Way Interconnection 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.
- 2.4.15 Denali will route its traffic to Verizon over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP 000191, including but not limited to those standards requiring that a call from Denali to a Verizon End Office will first be routed to the End Office Interconnection Trunk group between Denali and the Verizon End Office.

3. [This Section Intentionally Left Blank]

4. Initiating Interconnection

- 4.1 If Denali determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange

Services, and in which the Parties are not already interconnected pursuant to this Agreement, Denali shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.

- 4.2 The notice provided in Section 4.1 of this Attachment shall include (a) the initial Routing Point(s); (b) the applicable technically feasible Point(s) of Interconnection on Verizon's network to be established in the relevant LATA, in accordance with this Agreement; (c) Denali's intended Interconnection activation date; and (d) a forecast of Denali's trunking requirements conforming to Section 14.2 of this Attachment; and (e) such other information as Verizon shall reasonably request in order to facilitate Interconnection.
- 4.3 The Interconnection activation date in the new LATA shall be mutually agreed to by the Parties after receipt by Verizon of all necessary information as indicated above. Within ten (10) Business Days of Verizon's receipt of Denali's notice provided for in Section 4.1 of this Attachment, Verizon and Denali shall confirm the technically feasible Point(s) of Interconnection on Verizon's network in the new LATA and the mutually agreed upon Interconnection activation date for the new LATA.

5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

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

5.2 Trunk Group Connections and Ordering.

- 5.2.1 For both One-Way and Two-Way Interconnection Trunks, if Denali wishes to use a technically feasible interface other than a DS1 or a DS3 facility at the POI, the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; 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.
- 5.2.2 When One-Way or Two-Way Interconnection Trunks are provisioned using a DS3 interface facility, if Denali orders the multiplexed DS3 facilities to a Verizon Central Office that is not designated in the NECA 4 Tariff as the appropriate Intermediate Hub location (i.e., the Intermediate Hub location in the appropriate Tandem subtending area based on the LERG), and the provision of such facilities to the subject Central Office is technically feasible, the Parties shall negotiate in good faith reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; 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.
- 5.2.3 When SS7 signaling is not used, unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.
- 5.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally

accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment.

5.3 Switching System Hierarchy and Trunking Requirements.

For purposes of routing Denali traffic to Verizon, the subtending arrangements between Verizon Tandem Switches and Verizon End Office Switches shall be the same as the Tandem/End Office subtending arrangements that Verizon maintains for the routing of its own or other carriers' traffic (i.e., traffic will be routed to the appropriate Verizon Tandem Switches by the terminating End Office serving the Verizon Customer). For purposes of routing Verizon traffic to Denali, the subtending arrangements between Denali Tandem Switches and Denali End Office Switches shall be the same as the Tandem/End Office subtending arrangements which Denali maintains for the routing of its own or other carriers' traffic.

5.4 Signaling.

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions of this Agreement and any applicable Tariff.

5.5 Grades of Service.

The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 14.1 of this Attachment.

6. Trunking Measurement and Billing Over Interconnection Trunks

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

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

6.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic in direct proportion to the minutes of use of calls passed with CPN information.

6.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and InterMTA Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched

Exchange Access Services rates for all traffic that is passed without CPN unless the Parties agree that other rates should apply to such traffic.

- 6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g. Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties' equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the April 18, 2001 FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the April 18, 2001 FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the April 18, 2001 FCC Internet Order for rebutting such presumption before the Commission), as modified by the November 5, 2008 FCC Internet Order and other applicable FCC orders and FCC Regulations.

The Parties may by mutual written agreement specify that the total number of minutes of Reciprocal Compensation Traffic to be billed by Denali to Verizon for a given billing period shall be a stated percentage of the total number of minutes of Reciprocal Compensation Traffic billed by Verizon to Denali for that billing period (such an agreement is hereinafter referred to as a "Percentage Billing Agreement"). Each Party shall have the right to terminate a Percentage Billing Agreement at any time with ninety (90) days prior written notice to the other Party. Each Party shall have the right to decide in its own sole discretion whether it will enter into a Percentage Billing Agreement and whether it will terminate a Percentage Billing Agreement. The percentage shall be subject to change on a Calendar Quarterly basis, to a new percentage agreed to by the Parties. If the Parties do not agree upon a revised percentage by the end of the first month of a Calendar Quarter, the Percentage Billing Agreement shall automatically terminate at the end of that Calendar Quarter. Verizon may perform a traffic study or other study to determine the accuracy of the number of minutes of Reciprocal Compensation Traffic billed by Denali to Verizon for any billing period. Verizon also may conduct an audit in accordance with Section 7 of the General Terms and Conditions of this Agreement to determine the accuracy of the number of minutes of Reciprocal Compensation Traffic billed by Denali to Verizon for any billing period. If the study, audit and/or other available information show(s) that the number of minutes of Reciprocal Compensation Traffic billed by Denali to Verizon for a billing period exceeds the actual number of minutes of Reciprocal Compensation Traffic received by Denali from Verizon,

Verizon may request, and Denali shall provide, an adjustment in the charges billed by Denali and a refund (which at Verizon's election may be in the form of a billing credit) to reflect the actual number of minutes of Reciprocal Compensation Traffic received by Denali from Verizon. If the Parties are unable to agree upon such an adjustment and refund, either Party may seek resolution of the dispute in accordance with the dispute resolution procedures of this Agreement.

- 6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per Calendar Year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.
- 6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

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

7.1 Reciprocal Compensation

The Parties shall exchange Reciprocal Compensation Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment; it being understood and agreed that Verizon shall charge (and Denali shall pay Verizon) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Denali physically delivers to a POI at the Verizon Wire Center in which the terminating Verizon End Office is located or delivers to the terminating Verizon End Office Switch by means of transport facilities and Two-Way Interconnection Trunks established in accordance with Section 2.4.3 above, and otherwise that Verizon shall charge (Denali shall pay Verizon) the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Denali delivers to Verizon; it also being understood and agreed that Denali shall charge (and Verizon shall pay Denali) the End Office Reciprocal Compensation rate set forth in the Pricing Attachment for Reciprocal Compensation Traffic Verizon delivers to Denali, unless Verizon is required under Applicable Law to pay the Tandem Reciprocal Compensation rate set forth in the Pricing Attachment. These rates are to be applied at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA at which the Parties interconnect, whether such traffic is delivered by Verizon for termination by Denali, or delivered by Denali for termination by Verizon. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the technically feasible Point(s) of Interconnection on Verizon's network in a LATA to its Customer; provided, however, for the avoidance of any doubt, Denali shall also pay Verizon, at the rates set forth in the Pricing Attachment, for any multiplexing, cross connects or other Collocation related Services that Denali obtains from Verizon. When such Reciprocal Compensation Traffic is delivered over the same Interconnection Trunks as InterMTA Traffic, any port, transport or other applicable access charges related to the delivery of InterMTA Traffic from the technically feasible Point of Interconnection on Verizon's network in a LATA to the terminating Party's Customer shall be prorated so as to apply only to the

InterMTA Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

7.2 Traffic Not Subject to Reciprocal Compensation.

- 7.2.1 Reciprocal Compensation shall not apply to interstate or intrastate interMTA Exchange Access, interMTA Information Access, or exchange services for interMTA Exchange Access or interMTA Information Access.
- 7.2.2 Reciprocal Compensation shall not apply to Internet Traffic.
- 7.2.3 Reciprocal Compensation shall not apply to InterMTA Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.
- 7.2.4 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- 7.2.5 Reciprocal Compensation shall not apply to Tandem Transit Traffic.
- 7.2.6 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment).
- 7.2.7 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
- 7.2.8 [This Section Intentionally Left Blank]
- 7.2.9 Reciprocal Compensation shall not apply to traffic terminated over a Verizon Auxiliary Connection to a Verizon End Office. Denali will compensate Verizon at the applicable Verizon Tariff rates for the service. Denali is solely responsible for the cost of the interconnection facility used for the Auxiliary Connection.
- 7.2.10 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by Denali to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to Denali.

7.3 Transition and Implementation. If any existing interconnection arrangements between the Parties are not in compliance with the requirements of this Agreement, Denali will use commercially reasonable efforts to bring all such arrangements into compliance with the terms and conditions of this Agreement within six (6) months of the Effective Date of this Agreement or within whatever other period is mutually agreed to by the Parties.

8. Other Types of Traffic

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

compensation for Internet Traffic that such Party is required to pay under the FCC Internet Orders and other applicable FCC orders and FCC Regulations.

- 8.2 Subject to Section 8.1 of this Attachment, interstate and intrastate interMTA Exchange Access, interMTA Information Access, exchange services for interMTA Exchange Access or interMTA Information Access, and InterMTA Traffic shall be governed by the applicable provisions of this Agreement and applicable Tariffs.
- 8.3 For any traffic originating with a third party carrier and delivered by Denali to Verizon, Denali shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by Denali.
- 8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.
- 8.5 The Parties may also exchange Internet Traffic at the technically feasible Point(s) of Interconnection on Verizon's network in a LATA established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall be applied at such technically feasible Point of Interconnection on Verizon's network in a LATA in accordance with the FCC Internet Orders and other applicable FCC orders and FCC Regulations.

9. Transmission and Routing of Exchange Access Traffic Pursuant to 251(c)(2)

9.1 Scope of Traffic.

Section 9 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 5 of this Attachment for the transmission and routing of traffic between Denali Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where Denali elects to have its End Office Switch subtend a Verizon access Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

9.2 Access Toll Connecting Trunk Group Architecture.

- 9.2.1 If Denali chooses to subtend a Verizon access Tandem then Denali's NPA/NXX must be assigned by Denali to subtend the same Verizon access Tandem that a Verizon NPA/NXX serving the same Rate Center Area subtends as identified in the LERG.
- 9.2.2 Denali shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Tandem transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Denali's Customers.
- 9.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office Denali utilizes to provide service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) Verizon utilizes to provide Exchange Access in such LATA.
- 9.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Denali's

Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to a Verizon access Tandem.

10. Meet-Point Billing (MPB) Arrangements

- 10.1 Denali and Verizon will establish MPB arrangements in order to provide a common transport option to Switched Exchanged Access Services Customers via a Verizon access Tandem Switch in accordance with the MPB guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in Verizon's applicable Tariffs. The arrangements described in this Section 10 are intended to be used to provide Switched Exchange Access Service, where the transport component of the Switched Exchange Access Service is routed through an access Tandem Switch that is provided by Verizon.
- 10.2 In each LATA, the Parties shall establish MPB arrangements for the applicable Routing Point/Verizon Serving Wire Center combinations.
- 10.3 Interconnection for the MPB arrangement shall occur at each of the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.
- 10.4 Denali and Verizon will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.
- 10.5 In general, there are four alternative MPB arrangements possible, which are: Single Bill/Single Tariff, Multiple Bill/Single Tariff, Multiple Bill/Multiple Tariff and Single Bill/Multiple Tariff, as outlined in the OBF MECAB Guidelines.
- 10.6 Each Party shall implement the "Multiple Bill/Multiple Tariff" option, in order to bill an IXC for the portion of the MPB arrangement provided by that party. Alternatively, in former Bell Atlantic service areas, upon agreement of the Parties, each Party may use the New York State Access Pool on its behalf to implement Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the MPB arrangement provided by that Party.
- 10.7 The rates to be billed by each Party for the portion of the MPB arrangement provided by it shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each Denali Routing Point/Verizon Serving Wire Center combination, the MPB billing percentages for transport between the Denali Routing Point and the Verizon Serving Wire Center shall be calculated in accordance with the formula set forth in Section 10.18 of this Attachment.
- 10.8 Each Party shall provide the other Party with the billing name, billing address, Carrier Identification Code (CIC) of the IXC, and identification of the Verizon Wire Center serving the IXC in order to comply with the MPB notification process as outlined in the MECAB document.
- 10.9 Verizon shall provide Denali with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon access Tandem on cartridge or via such other media as the Parties may agree to, no later than ten (10) Business Days after the date the usage occurred.

10.10 Denali shall provide Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XXrecords) on cartridge or via such other media as the Parties may agree, no later than ten (10) Business Days after the date the usage occurred.

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

To Denali:

Denali Spectrum Operations, LLC
Director of Interconnection
10307 Pacific Center Court
San Diego, California 92121

For Verizon:

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

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

10.12 Denali and Verizon shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers or Operating Company Number (OCN), as appropriate, for the MPB arrangement described in this Section 10. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

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

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

10.15 Except as expressly set forth in this Agreement, nothing contained in this Section 10 shall create any liability for damages, losses, Claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.

- 10.16 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.
- 10.17 In the event Denali determines to offer Telephone Exchange Service and Exchange Access in a LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable Denali to subtend the Verizon Tandem Switch(es) designated for the Verizon End Offices in the area where there are located Denali Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed.
- 10.18 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula:
- $$\begin{aligned} a / (a + b) &= \text{Denali Billing Percentage} \\ \text{and} & \\ b / (a + b) &= \text{Verizon Billing Percentage} \end{aligned}$$
- where:
- a = the airline mileage between the Routing Point and the actual point of interconnection for the MPB arrangement; and
- b = the airline mileage between the Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.
- 10.19 Denali shall inform Verizon of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) Business Days of Denali's delivery of notice to Verizon, Verizon and Denali shall confirm the Routing Point/Verizon Serving Wire Center combination and billing percentages.

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

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

- 11.1 When Denali delivers translated 8YYcalls to Verizon for completion
- 11.1.1 to an IXC, Denali shall:
- 11.1.1.1 provide an appropriate EMI record to Verizon for processing any Meet Point Billing in accordance with Section 10 of this Attachment; and
- 11.1.1.2 bill the IXC the Denali query charge associated with the call.
- 11.1.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Denali shall:

- 11.1.2.1 provide an appropriate EMI record to the toll free service access code service provider; and
 - 11.1.2.2 bill to the toll free service access code service provider Denali's Tariffed Feature Group D (FGD) Switched Exchange Access or Reciprocal Compensation rates, as applicable, and the Denali query charge; and
 - 11.1.2.3 Verizon shall bill applicable Tandem Transit Traffic Service charges and associated pass-through charges to Denali.
- 11.2 When Verizon performs the query and delivers translated 8YY calls, originated by Verizon's or another LEC's Customer,
- 11.2.1 to Denali in it's capacity as a toll free service access code service provider, Verizon shall:
 - 11.2.1.1 bill Denali the Verizon query charge associated with the call as specified in the Pricing Attachment; and
 - 11.2.1.2 provide an appropriate EMI record to Denali; and
 - 11.2.1.3 bill Denali Verizon's Tariffed FGD Switched Exchange Access or Reciprocal Compensation rates as applicable.
- 11.3 When Denali delivers untranslated 8YY calls to Verizon for completion,
- 11.3.1 to an IXC, Verizon shall:
 - 11.3.1.1 query the call and route the call to the appropriate IXC; and
 - 11.3.1.2 provide an appropriate EMI record to Denali to facilitate billing to the IXC; and
 - 11.3.1.3 bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.
 - 11.3.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA, Verizon shall:
 - 11.3.2.1 query the call and route to the appropriate LEC toll free service access code service provider; and
 - 11.3.2.2 provide an appropriate EMI record to Denali to facilitate billing to the LEC toll free service access code service provider; and
 - 11.3.2.3 bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.
- 11.4 Verizon will not direct untranslated toll free service access code call to Denali.

12. Tandem Transit Traffic

- 12.1 As used in this Section 12, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on Denali's network, and is transported through Verizon's Tandem to the subtending End Office or its equivalent of another

carrier (CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CMRS) carrier, or other LEC) ("Other Carrier"). Neither the originating nor terminating customer is a Customer of Verizon. Subtending End Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). For the avoidance of any doubt, under no circumstances shall Verizon be required to transit traffic through a Verizon Tandem to a Central Office that the LERG does not identify as subtending that particular Verizon Tandem. Switched Exchange Access Service traffic is not Tandem Transit Traffic.

- 12.2 Tandem Transit Traffic Service provides Denali with the transport of Tandem Transit Traffic as provided below.
- 12.3 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Sections 2 through 5 of this Attachment. Denali shall deliver each Tandem Transit Traffic call to Verizon's Tandem with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.
- 12.4 Denali may use Tandem Transit Traffic Service only for traffic that originates on Denali's network. Denali agrees not to use Verizon's Tandem Transit Traffic Service to send traffic that does not originate on Denali's network.
- 12.5.1 Denali shall pay Verizon for Tandem Transit Traffic Service at the rates specified in the Pricing Attachment.
- 12.5.2.1 Verizon shall not be liable for compensation to any Other Carrier for any traffic delivered by Denali to Verizon that is transported through Verizon's Tandem.
- 12.5.2.2.1 As used in this Section 12.5.2.2, "Other Carrier Claims" means any Claims for or arising out of or in connection with any charges or costs (including, but not limited to, Exchange Access Service charges) any Other Carrier bills to, or imposes or levies on, Verizon for or in connection with any traffic delivered by Denali to Verizon that is transported through Verizon's Tandem (including, but not limited to, any Other Carrier charges or costs the Commission, the FCC or a court of competent jurisdiction determines Verizon is obligated to pay to the Other Carrier).
- 12.5.2.2.2 Upon request by Verizon, Denali shall indemnify, defend and hold harmless Verizon against any and all Other Carrier Claims. The provisions of Sections 12.5.2.2.2.1 through 12.5.2.2.2.4, following, shall apply to such a request.
 - 12.5.2.2.2.1 If Verizon determines that an Other Carrier has billed to, or imposed or levied on, Verizon any charges or costs (including, but not limited to, Exchange Access Service charges) for or in connection with any traffic delivered by Denali to Verizon that is transported through Verizon's Tandem and Verizon wishes Denali to indemnify Verizon against such charges or costs pursuant to this Section 12.5.2.2, Verizon shall exercise commercially reasonable efforts to, within sixty (60) days of making such determination: (1) notify the Other Carrier that Verizon disputes the charges or costs; and, (2) notify Denali of the charges and costs. If Verizon fails to comply with the preceding sentence of this Section 12.5.2.2.2.1 with respect to an Other Carrier Claim, such failure shall not relieve Denali of its obligation to indemnify, defend and hold harmless Verizon

with respect to such Other Carrier Claim, except to the extent such failure has a material adverse effect upon Denali.

- 12.5.2.2.2 Subject to Sections 12.5.2.2.3 and 12.5.2.2.4, following, Verizon shall permit Denali to assume the defense of the Other Carrier Claim (including, except as provided in Sections 12.5.2.2.3 and 12.5.2.2.4, following, the compromise or settlement thereof) at Denali's own cost and expense (provided, however, that Verizon shall have the right to approve Denali's choice of legal counsel, which approval shall not be unreasonably withheld, conditioned or delayed).
- 12.5.2.2.3 With respect to any Other Carrier Claim, Verizon shall be entitled to participate with the Denali in the defense of the Other Carrier Claim if the Other Carrier Claim requests equitable relief or other relief that could affect the rights of Verizon. In so participating, Verizon shall be entitled to employ separate counsel for the defense at Verizon's expense. Verizon shall also be entitled to participate, at its own expense, in the defense of any Other Carrier Claim, as to any portion of the Other Carrier Claim as to which it is not entitled to be indemnified by Denali.
- 12.5.2.2.4 In no event shall Denali settle an Other Carrier Claim or consent to any judgment with regard to an Other Carrier Claim without the prior written consent of Verizon. Verizon shall have the right to refuse a settlement or judgment with regard to an Other Carrier Claim and, at its own cost and expense, take over the defense against the Other Carrier Claim, provided that in such event Denali's obligation to indemnify and hold harmless Verizon against the Other Carrier Claim shall be limited to the obligations Denali would have had if Verizon had consented to the settlement or judgment refused by Verizon (including, but not limited to, obligations to make payments to Verizon or the Other Carrier pursuant to or in connection with this Section 12.5.2 and obligations to make payments to Verizon or the Other Carrier pursuant to or in connection with the settlement or judgment refused by Verizon).
- 12.5.2.2.3 Denali and Verizon shall offer each other all reasonable cooperation and assistance in the defense of any Other Carrier Claim.
- 12.5.3 If Verizon is billed by any Other Carrier for any traffic delivered by Denali to Verizon, Verizon may provide notice to Denali of such billing and direct that Denali take action as described in the following provisions of this Section 12.5.3. Within sixty (60) days of receipt of such notice, Denali shall stop using Verizon's Tandem Transit Traffic Service to send any traffic to such Other Carrier and shall not resume use of Verizon's Tandem Transit Traffic Service to send any traffic to such Other Carrier until Denali has provided to Verizon written certification from the Other Carrier (signed by an officer or authorized agent of the Other Carrier and in form and substance reasonably acceptable to Verizon) that the Other Carrier has removed such charges from its bills to Verizon, that the Other Carrier will not bill Verizon for any traffic delivered by Denali to Verizon, and that the Other Carrier will refund to Verizon any amounts paid by Verizon to the Other Carrier for traffic delivered by Denali to Verizon. Notwithstanding the provisions of the preceding sentence of this Section 12.5.3, Denali shall not be required to stop using

Verizon's Tandem Transit Traffic Service to send traffic to the Other Carrier if taking this action would violate Applicable Law.

- 12.5.4 Upon written request by Verizon, Denali shall exercise commercially reasonable efforts to promptly obtain agreement from an Other Carrier designated by Verizon that such Other Carrier will not bill Verizon for traffic delivered by Denali to Verizon that is transported through Verizon's tandem to the Other Carrier. If Verizon believes that Denali has not exercised commercially reasonable efforts to promptly obtain such agreement, each Party may use the dispute resolution procedures of this Agreement.
- 12.6 If Denali uses Tandem Transit Traffic Service for traffic volumes that exceed the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of 200,000 combined minutes of use per month (a DS1 equivalent) to the subtending End Office of a particular Other Carrier for any month (the "Threshold Level"), Denali shall use good faith efforts to establish direct interconnection with such Other Carrier and reduce such traffic volumes below the Threshold Level. If Verizon believes that Denali has not exercised good faith efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of this Agreement.
- 12.7 If Denali fails to comply with Section 12 of this Attachment, such failure shall be a material breach of a material provision of this Agreement and Verizon may exercise any and all remedies under this Agreement and Applicable Law for such breach.
- 12.8 If or when a third party carrier plans to subtend a Denali switch, then Denali shall provide written notice to Verizon at least ninety (90) days before such subtending service arrangement becomes effective so that Verizon may negotiate and establish direct interconnection with such third party carrier. Upon written request from Verizon, Denali shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Traffic Service provided by Verizon to Denali as defined in this Section 12 such that Verizon may terminate calls to a Central Office or its equivalent of a CLEC, ILEC other than Verizon, CMRS carrier, or other LEC, that subtends a Denali Central Office or its equivalent ("Reciprocal Tandem Transit Service"). Denali shall offer such Reciprocal Tandem Transit Service arrangements under rates, terms and conditions of an amendment to this Agreement or a separate agreement no less favorable than those provided in this Section 12.
- 12.9 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any carrier to which it originates, or from which it terminates, traffic.

13. Number Resources, Rate Centers Areas and Rating Points

- 13.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Rating Points corresponding to such NXX codes.
- 13.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with information provided on ASRs as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Except as expressly set forth herein, neither

Party shall impose any fees or charges whatsoever on the other Party for such activities.

- 13.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, Denali shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon within the LATA and Tandem serving area. Denali shall assign whole NPA-NXX codes to each Rate Center Area unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the LEC industry adopts alternative methods of utilizing NXXs.
- 13.4 Denali will also designate a Routing Point for each assigned NXX code. Denali shall designate one location for each Rate Center Area in which the Denali has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, subsequent NXXs of Denali will be routed in the same manner as Denali's initial NXXs.
- 13.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain Denali's choices regarding the size of the local calling area(s) that Denali may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

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

14.1 Joint Network Implementation and Grooming Process.

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

- 14.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection Services will be engineered using a design-blocking objective of B.01.
- 14.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
- 14.1.3 disaster recovery provision escalations;
- 14.1.4 additional technically feasible Points of Interconnection on Verizon's network in a LATA as provided in Section 2 of this Attachment; and
- 14.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

14.2 Trunk Forecasting Requirements.

- 14.2.1 Initial Trunk Forecast Requirements. At least ninety (90) days before initiating interconnection in a LATA, Denali shall provide Verizon a two (2)-year traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide, as revised from time to time. This initial traffic forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Interconnection Trunk groups in the LATA over the next eight (8) quarters.
- 14.2.2 Ongoing Trunk Forecast Requirements. Where the Parties have already established interconnection in a LATA, Denali shall provide a new or revised traffic forecast that complies with the Verizon Interconnection Trunking Forecast Guide when Denali develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (i) Denali plans to deploy a new switch; (ii) Denali plans to implement a new POI or network architecture; (iii) Denali plans to rearrange its network; (iv) Denali plans to convert a One-Way Interconnection Trunk group to a Two-Way Interconnection Trunk group; (v) Denali plans to convert a Two-Way Interconnection Trunk group to a One-Way Interconnection Trunk group; or (vi) Denali expects a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks and/or Interconnection Trunk groups.
- 14.2.3 Use of Trunk Forecasts. Trunk forecasts provided pursuant to this Agreement are not binding on Denali or Verizon.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to Denali, in accordance with this Agreement, Verizon's applicable federal and state Tariffs and the requirements of Applicable Law, Collocation for the purpose of facilitating Denali's interconnection with Verizon under 47 U.S.C. § 251(c)(2); provided, that notwithstanding any other provision of this Agreement or a Tariff, Verizon shall be obligated to provide Collocation to Denali only to the extent required by Applicable Law and may decline to provide Collocation to Denali 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 Verizon to provide (and, for the avoidance of any doubt, Verizon may decline to provide and/or cease providing) Collocation that, if provided by Verizon, would be used by Denali to obtain unbundled access to any network element: (a) that Verizon is not required to unbundle under 47 U.S.C. § 251(c)(3) or (b) that Verizon is not required to unbundle under 47 C.F.R. Part 51.

911 WIRELESS ATTACHMENT

1. 911/E-911 Arrangements for CMRS Not Constituting Fixed Wireless Services

- 1.1 911/E-911 arrangements provide a caller access to the appropriate PSAP by dialing the 3-digit universal telephone number "911" on a wireless handset. Verizon provides and maintains such equipment and software at the 911/E-911 Tandem Office(s)/Selective Router(s), Verizon interface point(s) and the ALI Database as necessary for 911/E-911 Calls in areas where Verizon is the designated 911/E-911 Service Provider in the State.
- 1.2 The terms and conditions of this Section apply to the provision of 911/E-911 Services by Verizon to Denali for CMRS services in the State and do not apply to Fixed Wireless Services or any other services. Notwithstanding any other provision of this Section or otherwise, these provisions shall apply only in those jurisdictions in which Verizon is the designated 911/E-911 Service Provider at such time as Denali notifies Verizon that it has received notification from the Controlling 911 Authority to begin providing Phase II wireless services within the jurisdiction and only so long as Verizon remains the designated 911/E-911 Service Provider therein.
- 1.3 Verizon shall have no obligation to provide 911/E-911 Services pursuant to this 911 Wireless Attachment prior to its receipt of the notice referenced in Section 1.2 of this Attachment.
- 1.4 Verizon shall make the following information available to Denali to the extent permitted by Applicable Law. Such information is provided at the Verizon Partners Solutions website (formerly referred to as the Verizon wholesale website) or at such other site with respect to which Verizon provides notice:
 - 1.4.1 a listing of the CLLI code (and SS7 point code when applicable) of each 911/E-911 Tandem Office(s)/Selective Router(s) and associated geographic location served for areas where Verizon is the designated 911/E-911 Service Provider;
 - 1.4.2 a listing of appropriate Verizon contact telephone numbers and organizations that currently have responsibility for operations and support of Verizon's 911/E-911 network and ALI Database systems; and
 - 1.4.3 where Verizon maintains a Master Street Address Guide (MSAG) on behalf of the Controlling 911 Authority, a complete copy of such MSAG annually upon written request for each county within the LATA(s) in the State, were Denali is providing CMRS services, provided that Verizon is permitted to do so by the Controlling 911 Authority.

2. ALI Database

- 2.1 Information regarding the ALI Database is provided at the Verizon Partner Solutions website (formerly referred to as the Verizon wholesale website) or at such other site with respect to which Verizon provides notice.
- 2.2 Verizon will:
 - 2.2.1 store Denali pANI records in the ALI Database.

- 2.2.2 provide Denali access to the Verizon ALI Database for the initial loading and updating of Denali pANI records in accordance with information contained in the Verizon Partners Solutions website (formerly referred to as the Verizon wholesale website) or at such other site with respect to which Verizon provides notice; and
- 2.2.3 provide Denali an error and status report based on updates to the ALI Database received from Denali.
- 2.3 Denali will:
 - 2.3.1 provide the MSAG valid E-911 data for the initial loading of, and any and all updates to, Denali pANI records in the ALI Database;
 - 2.3.2 utilize the appropriate Verizon electronic interface to update its pANI records (and database information in the ALI Database shall conform to Verizon standards, which are provided at the Verizon Partners Solutions website (formerly referred to as the Verizon wholesale website) or at such other site with respect to which Verizon provides notice);
 - 2.3.3 use its company ID on all Denali pANI records in accordance with NENA standards;
 - 2.3.4 correct any errors that occur during the entry of E-911 data and pANI records in the ALI Database.
- 2.4 In the event Denali uses an Agent to input its pANI records to the ALI Database through the appropriate Verizon electronic interface, Denali must provide a Letter of Authorization, in a form acceptable to Verizon, identifying and authorizing its Agent.

3. 911/E-911 Interconnection

- 3.1 Denali may, in accordance with Applicable Law, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). Verizon will designate interface point(s), e.g., digital cross connect systems (DCS), where Denali may interconnect with Verizon for the transmission and routing of 911/E-911 Calls to all subtending PSAPs that serve the areas in which Denali provides CMRS services.
- 3.2 In order to interconnect with Verizon for the transmission and routing of 911/E-911 Calls, Denali shall:
 - 3.2.1 interconnect with each Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point that serves the areas in which Denali is authorized to and will provide CMRS service;
 - 3.2.2 provide a minimum of two (2) one-way outgoing 911/E-911 trunks over diversely routed facilities that are dedicated for originating 911/E-911 Calls from each Denali switch to each designated Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) using SS7 signaling where available, as necessary;
 - 3.2.3 provide sufficient trunks and facilities to route 911/E-911 Calls from Denali to the designated Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s). Denali is

responsible for requesting that trunks and facilities be routed diversely for 911/E-911 interconnection;

- 3.2.4 determine the proper quantity of trunks and facilities from its switch(es) to the designated Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s);
- 3.2.5 engineer its 911/E-911 trunks and facilities to attain a minimum P.01 grade of service as measured using the “busy day/busy hour” criteria or at such other minimum grade of service as required by Applicable Law or the Controlling 911 Authority;
- 3.2.6 monitor its 911/E-911 trunks and facilities for the purpose of determining originating network traffic volumes. If the Denali traffic study indicates that additional trunks and/or facilities are needed to meet the current level of 911/E-911 Call volumes, Denali shall order or otherwise provide adequate additional trunks and/or facilities;
- 3.2.7 promptly test all 911/E-911 trunks and facilities between the Denali network and the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) to assure proper functioning of 911/E-911 arrangements. Denali agrees that it will not transmit or route live 911/E-911 Calls until successful testing is completed; and
- 3.2.8 isolate, coordinate and restore all 911/E-911 network maintenance problems in its switch(es) or in its facilities or trunks interconnected with Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points. Denali will advise Verizon of the circuit identification when notifying Verizon of a failure or outage.

4. 911/E-911 General

- 4.1 Verizon and Denali will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the initial 911/E-911 arrangements.
- 4.2 Denali will compensate Verizon for provision of its 911/E-911 Services pursuant to the Pricing Attachment.
- 4.3 Denali and Verizon will comply with all Applicable Law (including 911 taxes and surcharges as defined by Applicable Law) pertaining to 911/E-911 arrangements.
- 4.4 Denali is responsible to collect and remit any applicable surcharges from its end user in accordance with Applicable Law.
- 4.5 Denali will provide notice to Verizon of the Default PSAP designated by the Controlling 911 Authority for routing 911/E-911 Calls in the event it is not feasible to route such 911/E-911 Calls to the Designated PSAP.

5. Phase II Wireless Arrangements

- 5.1 The following services may be used by Denali, where available, in order to comply with the FCC's rules and regulations regarding Phase II wireless implementation.
- 5.2 Non-Call Path Associated Signaling (NCAS).

- 5.2.1 Where Denali forwards a 911/E-911 Call to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s), Denali shall pass the pANI for that 911/E -911 Call.
 - 5.2.2 Routing of 911/E-911 Calls will be based on the pANI delivered with the 911/E-911 Call, or at Verizon's discretion, the location coordinates obtained during call setup. Where feasible, Verizon will route the 911/E-911 Call and pass its corresponding pANI to the Designated PSAP. If it is not feasible to route the 911/E-911 Call to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to a Default PSAP or busy tone, as directed by the Controlling 911 Authority. If it is not feasible to route the 911/E-911 Call to the Designated PSAP due to a failure in delivery of the pANI, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.
 - 5.2.3 Upon receipt of a PSAP query to the ALI Database to obtain the Call Back Number and Phase II location information for a 911/E-911 Call, provided by Denali, the ALI Database shall route the query to the Denali-controlled or third party database designated by Denali.
 - 5.2.4 The ALI Database shall then automatically receive from the Denali-controlled or third party database the Call Back Number and Phase II location information as provided by Denali associated with the 911/E-911 Call.
 - 5.2.5 The ALI Database shall then automatically transmit the data received from the Denali-controlled or third party database to the PSAP.
 - 5.2.6 Denali will terminate at least two data circuits from the Denali-controlled or third party database to each ALI Database.
 - 5.2.7 Verizon shall place the necessary CSU/DSU at each ALI Database to receive the data provided by Denali.
 - 5.2.8 Denali shall provision its Denali-controlled or third party databases such that the exchange of data between these Denali-controlled or third party databases and the ALI Database shall use the PAM Protocol or other agreed upon interface.
- 5.3 [Intentionally Left Blank].

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 Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1 of this Attachment.
- 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. For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Effective Date of this Agreement ("Effective Date"). When Verizon finishes developing such a Charge, Verizon shall notify Denali in writing of such Charge in accordance with, and subject to, the notices provisions of this Agreement and thereafter shall bill Denali, and Denali shall pay to Verizon, for Services provided under this Agreement on the Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to Denali pursuant to this Section 1.4 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to Denali and thereafter.
- 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.
- 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. Denali Prices

Notwithstanding any other provision of this Agreement, the Charges that Denali bills Verizon for Denali's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that Denali's cost to provide such Denali Services to

Verizon exceeds the Charges for Verizon's comparable Services and Denali has demonstrated such cost to Verizon or, at Verizon's request, to the Commission or the FCC.

4. [This Section Intentionally Left Blank]

5. 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 ATTACHMENT³

(WISCONSIN)

V1.2

I. VERIZON SERVICES, FACILITIES AND ARRANGEMENTS⁴

A. INTERCONNECTION

Service Description:	Recurring Charges:	Non-Recurring Charges:
1. Reciprocal Compensation Traffic Termination		
Reciprocal Compensation Traffic End Office Rate	\$0.0055240/MOU	Not Applicable
Reciprocal Compensation Traffic Tandem Rate	\$0.0085210/MOU	Not Applicable
2. Facilities and Transport for Interconnection Facilities, and transport, as appropriate, for Interconnection at Verizon Tandem Wire Center, Verizon End Office Wire Center, Verizon Tandem Switch, Verizon End Office Switch, or other Point of Interconnection	Per Verizon North Inc. Intrastate Access Tariff (Tariff P.S.C. of W. No. 4) for Special Access service, as amended from time-to-time.	

³ 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.

⁴ This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon 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 Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon 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.

Unless a citation is provided to a generally applicable Verizon Tariff, all listed rates and services are available only to Denali when purchasing these services for use in the provision of Commercial Mobile Radio Service or Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by Denali in the carriage of Toll or InterMTA Traffic shall be subject to Verizon's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

Service Description:	Recurring Charges:	Non-Recurring Charges:
3. Exchange Access Service		
Interstate	Per Verizon North Inc. Interstate Access Tariff (Tariff FCC No. 14) for Feature Group D service, as amended from time-to-time.	
Intrastate	Per Verizon North Inc. Intrastate Access Tariff (Tariff P.S.C. of W. No. 4) for Feature Group D service, as amended from time-to-time.	
4. Tandem Transit Traffic Service		
Tandem Switching Tandem Switched Transport	Per Verizon North Inc. Interstate Access Tariff (Tariff FCC No. 14) for Switched Access service, as amended from time-to-time. Per Verizon North Inc. Intrastate Access Tariff (Tariff P.S.C. of W. No. 4) for Switched Access service, as amended from time-to-time.	
5. SS7 (including, but not limited to, Access Transport and STP Port Termination)	Per Verizon North Inc. Interstate Access Tariff (Tariff FCC No. 14) for Switched Access service, as amended from time-to-time.	

Service Description:	Recurring Charges:	Non-Recurring Charges:
B. Intrastate Collocation	Per Verizon North Inc. Tariff P.S.C. of W. No. 5 for Collocation Service, as amended from time-to-time.	
C. 911/E911		
Transport	Per Section I.A.2, "Facilities and Transport for Interconnection," above.	

II. DENALI SERVICES, FACILITIES AND ARRANGEMENTS

A. INTERCONNECTION

Service Description:	Recurring Charges:	Non-Recurring Charges:
I. Reciprocal Compensation Traffic Termination		
Reciprocal Compensation Traffic End Office Rate	\$0.0055240/MOU	Not Applicable
Reciprocal Compensation Traffic Tandem Rate	\$0.0085210/MOU	Not Applicable