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February 25, 2004

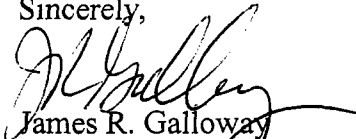
Blanca Bayo  
Commission Clerk and Administrative Services Director  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

RE: Petition of Southeastern Services, Inc. for Arbitration of an Interconnection Agreement with Northeast Florida Telephone Company, Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as Amended.

Enclosed please find Southeastern Services, Inc.'s Petition for Arbitration of an Interconnection Agreement with Northeast Florida Telephone Company, Inc. An additional copy along with a prepaid envelope are also included for return of a file-stamped copy for our records.

Any questions or concerns regarding this filing may be directed to myself.

Sincerely,

  
James R. Galloway  
Legal Assistant

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**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

**PETITION OF §  
SOUTHEASTERN SERVICES, INC §  
FOR ARBITRATION OF AN §  
INTERCONNECTION AGREEMENT §  
WITH NORTHEAST FLORIDA §  
TELEPHONE COMPANY, INC. §  
PURSUANT TO SECTION 252(b) OF THE §  
COMMUNICATIONS ACT OF 1934, AS §  
AMENDED §**

**DOCKET NO. 040171-TP**

**PETITION OF SOUTHEASTERN SERVICES, INC. FOR ARBITRATION**

Southeastern Services, Inc. (“SSI”), by its undersigned counsel, pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1976 (“the FTA” or “the Act”), 47 U.S.C. § 252(b), Chapters 120 and 364, Florida Statutes, and Rule 28.106, Florida Administrative Code, and other applicable statutes, rules, regulations, and decisions, and respectfully petitions the Florida Public Service Commission (“the Commission”) for arbitration of the unresolved issues arising out of the interconnection negotiations between SSI and Northeast Florida Telephone Company, Inc. (“NEFCOM”). SSI requests that the Commission resolve each of the issues identified in Section V of this Petition by ordering the parties to incorporate SSI’s position into an Interconnection Agreement (“Agreement”) for execution by the parties. In support of this Petition, SSI states as follows:

**I. THE PARTIES AND DESIGNATED CONTACTS**

1. SSI is a Florida corporation and was granted Certificate Number 7018 as an Alternative Local Exchange Service Provider in Docket No. 990431 by Order No. PSC-99-1035-PAA-TX within the State of Florida.
2. SSI’s contact information is as follows:

Mark Woods, President  
Southeastern Services, Inc.  
P.O. Box 365  
Macclenny, FL 32063-0365  
V 904.259.2261  
FAX 904.259.7606

3. All correspondence, notices, inquiries, and orders regarding this Petition should be directed to counsel for SSI as follows:

W. Scott McCollough  
David Bolduc  
STUMPF, CRADDOCK, MASSEY & PULMAN, P.C.  
1250 Capital of Texas Highway South  
Building One, Suite 420  
Austin, Texas 78746  
(V) (512) 485-7920  
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E-mail (Bolduc): [dbolduc@scmplaw.com](mailto:dbolduc@scmplaw.com)

4. NEFCOM is an incumbent local exchange carrier (“ILEC”) as that term is defined in § 251(h) of the Act, 47 U.S.C. § 251(h). NEFCOM’s offices are located at 130 North Street, P.O. Box 485, Macclenny FL 32063-0485. Within its operating territory, at relevant times, NEFCOM has been a monopoly provider of telephone exchange service.

5. Upon information and belief, respondent’s contact persons for purposes of interconnection negotiations have been, and all correspondence, notices, inquiries, and orders regarding this Petition should be directed to NEFCOM, as follows:

Benjamin H. Dickens, Jr.  
Blooston, Mordkofsky, Dickens, Duffy & Pendergrast  
2120 L Street NW  
Washington, DC 20037

Deborah Nobles  
Director of Regulatory Affairs  
130 North 4<sup>th</sup> Street  
Macclenny, FL 32063-0485

## II. STATEMENT OF FACTS

6. SSI has attempted to negotiate an interconnection agreement with NEFCOM. The parties have not been able to successfully do so.

7. The parties have agreed that for purposes of establishing the timelines set out in § 252(b) of the federal Telecommunications Act of 1996, negotiations between the parties began on September 22, 2003. The 135 to 160 day period during which either party may file for arbitration under section 252(b)(1) of the Federal Telecommunications Act of 1996 thus began on February 4, 2004 and will end on February 29, 2004 (the “Arbitration Window”). This Petition is timely filed within the Arbitration Window. For purposes of § 252(b)(4)(C), the ninth month after the date NEFCOM received notice ends on June 22, 2004.

8. SSI notified NEFCOM that it desired to negotiate an interconnection agreement for the State of Florida. Despite several attempts by SSI to conduct substantive communications in order to negotiate an agreement, no such meetings were ever held. SSI provided an outline of the type and location of physical interconnection it desired, along with its preferred intercarrier compensation terms on November 20, 2003. NEFCOM made certain requests for clarifications related to compensation issues, to which SSI promptly replied. In each communication, SSI requested that the parties begin substantive negotiations over interconnection, especially on those items that SSI believed could be resolved on a voluntary basis through good faith negotiations.

9. On Friday, January 23, 2004, SSI delivered a proposed comprehensive set of agreement terms that generally implement the outline delivered on November 20, 2003 to NEFCOM. The proposed terms are attached to this Petition as Exhibit 1. NEFCOM has not responded to SSI’s proposed terms in any way; NEFCOM has not responded to several requests made subsequent to

the January 23, 2004 transmittal that the parties confer and negotiate. This is so notwithstanding that the parties twice extended the “arbitration window” in order to allow for negotiations.

10. NEFCOM has not responded to any of the proposed terms, nor has NEFCOM proposed any initial or alternative terms for interconnection under §§ 251 and 252. NEFCOM has not provided any feed back regarding SSI’s proposed terms. Hence, it is quite difficult to determine the extent to which the parties have open issues, or the extent of those issues.

11. SSI’s proposed contract terms are contained in Exhibit 1. SSI is unable to identify individual and discrete open issues since the parties have had no substantive discussions. It does seem likely that the parties have differences of opinion concerning intercarrier compensation for internetwork traffic, yet those differences have not been fleshed out in any way through substantive discussions of the parties or through competing contract language. SSI will, however, attempt to identify some of the basic and likely issues that will and should be considered “open.”

### **III. JURISDICTION**

12. Under 47 U.S.C. § 252(b) of the Act, parties negotiating for interconnection terms within a particular state may petition the state commission for arbitration of any unresolved issues during the 135<sup>th</sup> to the 160<sup>th</sup> day of such negotiations. SSI files this Petition with the Commission to preserve its rights under 47 U.S.C. § 252(b) and to seek relief from the Commission in resolving the outstanding disputes between the parties. Pursuant to 47 U.S.C. § 252(b)(4)(C) of the Act, unless the parties waive the statutory deadline, the Commission must conclude this arbitration no later than June 22, 2004.

#### IV. APPLICABLE LEGAL STANDARDS

13. This proceeding is governed by the standards established in §§ 251 and 252 of the Act, the rules and orders adopted by the Federal Communications Commission (“FCC”) in implementing the Act, and the applicable rules and orders of this Commission.

14. Pursuant to the Act, NEFCOM is required to provide to requesting telecommunications carriers, through negotiation or otherwise, interconnection, number portability, dialing parity, access to rights-of-way, reciprocal compensation, and resale, among other things. See 47 U.S.C. § 251.<sup>1</sup>

15. Under § 251(a) each telecommunications carrier (including an allegedly “rural” ILEC) has the duty (1) to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers; and (2) not to install network features, functions, or capabilities that do not comply with the guidelines and standards established pursuant to section 255 or 256.

16. Section 251(b) of the Act, 47 U.S.C. § 251(b), states that each local exchange carrier (including an allegedly “rural” ILEC) has the following duties:

- (1) the duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunications service;
- (2) the duty to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the FCC;
- (3) the duty to provide dialing parity to competing providers of telephone exchange service and telephone toll service, and the duty to permit all such providers to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing, with no unreasonable dialing delays;

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<sup>1</sup> NEFCOM claims to be a rural carrier and exempt from § 251(c) obligations that normally attach to ILECs. Although SSI initially submitted a *bona fide* request under § 251(f)(1) and (2), this Petition does not challenge NEFCOM’s claimed “rural exemption” and the Commission need not rule on it. Therefore this case does not involve § 251(c). SSI is not seeking access to UNEs or collocation. SSI reserves the right to submit a subsequent *bona fide* request in the future.

(4) the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier to competing providers of telecommunications services on rates, terms, and conditions that are consistent with Section 224 of the Act<sup>2</sup>; and

(5) the duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications.

17. Section 252(d)(2) states in pertinent part that “a State commission shall not consider the terms and conditions for reciprocal compensation to be just and reasonable unless (i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier; and (ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional costs of terminating such calls.” 47 U.S.C. § 252(d)(2).

17. Under Florida law, SSI is also entitled to seek negotiations with an ILEC for “mutually acceptable prices, terms, and conditions of interconnection,” and the Commission is granted the authority to arbitrate terms, conditions, and prices for unbundling, interconnection, and resale. F.S. Section 364.162(1); *See, generally* §§ 364.161 and 364.162. While the timelines set in Chapter 364 for arbitrations do not exactly lie down with those set forth in the Act, SSI notes that as a matter of state law, a price set by the Commission in such proceedings shall not be “set so high that it would serve as a barrier to competition.” SSI is willing to work with the Commission and NEFCOM for a workable case schedule that will enable the parties to conduct an arbitration process that addresses any timing inconsistencies while fulfilling the substantive obligations of both the federal and state laws.

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<sup>2</sup> SSI does not seek terms related to § 251(b)(4) at this time.

18. Section 252 of the Act requires that a state commission resolving open issues through arbitration (1) ensure that such resolution and conditions meet the requirements of section 251, including the regulations prescribed by the FCC pursuant to that section; and (2) establish any rates for interconnection, services, or network elements according to subsection (d) of section 252.

19. The Commission should make an affirmative finding that the rates, terms, and conditions that it prescribes in this arbitration proceeding are consistent with the requirements of §§ 251 and 252 of the Act and applicable FCC regulations.

#### **V. UNRESOLVED ARBITRATION ISSUES AND POSITIONS OF THE PARTIES**

20. In this section, SSI will provide: (i) a listing of the issues (where known) between the parties that remain unresolved, with a reference to the relevant part of the agreement; (ii) a summary of what SSI understands to be each party's position with respect to each issue (where known); and, (iii) a statement for each issue describing the legal and/or factual basis supporting SSI's position and the conditions necessary to achieve the proposed resolution. SSI has prepared a proposed Interconnection Agreement and it is contained in Exhibit 1 attached hereto, to which reference is here made for all purposes.

21. SSI reiterates that it is operating under a significant disadvantage in preparing this petition. NEFCOM has not responded in any way to SSI's proposals; NEFCOM has not indicated any difficulty with the proposed contract terms that SSI delivered to NEFCOM; NEFCOM has not proposed any original or alternative terms. Other than the issue of intercarrier compensation for the exchange of internetwork traffic, SSI has absolutely no idea what problems, if any, NEFCOM has with SSI's proposed terms. This petition, therefore, is necessarily very general in terms of the description of potential open issues.



**Issue 1: What should the general terms and conditions be relating to all issues covered by the Interconnection Agreement? (Articles I, II, III and IV)**

22. As noted previously, SSI has proposed a comprehensive agreement, including “general terms and conditions” that will generally govern the relationship of the parties. This covers things such as scope and intent of the agreement, definitions, general provisions, and technical and business rules. *See*, SSI Proposed Agreement, Articles I, II, III and IV. NEFCOM has not proposed any such terms.

23. **SSI Position:** SSI’s proposed general terms and conditions are reasonable, have not been specifically opposed or objected to and NEFCOM has not proposed any alternative terms.

24. **NEFCOM Position:** SSI does not know whether NEFCOM opposes any of SSI’s proposed general terms and conditions.

25. **Proposed Solution:** SSI’s proposed terms should be adopted.

**Issue 2: What should the terms be for physical interconnection, number portability, transit and transport and termination of traffic? (Article V)**

26. SSI has proposed terms that will implement physical interconnection, provide for interim and permanent number portability, and transit in the instance where either party operates a tandem and a call originates on a 3<sup>rd</sup> party carrier network and must be delivered to one of the parties via the network of the other party. NEFCOM has not objected to any of these terms. SSI believes, however, that there may be a disagreement at least with regard to carrier compensation. SSI has proposed that the parties implement bill and keep for § 251(b)(5) traffic, information access traffic (covered by § 201) and intraLATA EAS traffic. SSI has also proposed terms for meet point billing in the instance where SSI and NEFCOM jointly provide exchange access service to an interexchange carrier.

27. **SSI Position:** SSI's proposed terms are reasonable, comport with prevailing law and industry practice and should be adopted.

28. **NEFCOM Position:** SSI does not know NEFCOM's position, other than that NEFCOM may assert that some of the traffic to be exchanged traffic will be subject to switched access charges and is not § 251(b)(5) traffic or information access traffic subject to § 201. NEFCOM's specific position is not clear. NEFCOM has not proposed contract terms to deal with intercarrier compensation.

29. **Proposed Solution:** SSI's proposed "bill and keep" terms are consistent with prevailing law, including the *ISP Remand Order*, and should be adopted. SSI anticipates that traffic subject to § 251(b)(5) will be roughly balanced, so the Commission has authority to adopt bill and keep.

**Issue 3: What should the terms be for resale of services? (Article VI)**

30. SSI has proposed resale terms that track those generally used in the industry. SSI has not proposed to change the resale discount percentage that is presently in effect in the current resale agreement between SSI and NEFCOM. SSI has brought resale into the comprehensive agreement and made the general terms and conditions consistent for all matters related to §§ 251 and 252.

31. **SSI Position:** SSI's proposed resale terms are reasonable, comport with prevailing law and industry practice and should be adopted.

32. **NEFCOM Position:** SSI does not know NEFCOM's position.

33. **Proposed Solution:** The Commission should adopt SSI's proposed resale terms, as they are reasonable and track those generally used in the industry.

**Issue 4: What should the terms be for additional services and coordinated service arrangements? (Article VII)**

34. Every interconnection agreement involving exchange of traffic between networks and, for some issues, resale, must have terms related to misdirected calls, 911 and E-911, 900-976 call blocking, telephone relay service, directory listings and directory distribution, busy line verification and busy line verification interrupt. SSI has proposed terms that track those generally used in the industry.

35. **SSI Position:** SSI's proposed terms are reasonable, comport with prevailing law and industry practice and should be adopted.

36. **NEFCOM Position:** SSI does not know NEFCOM's position.

37. **Proposed Solution:** The Commission should adopt SSI's proposed terms, as they are reasonable and track those generally used in the industry.

**Issue 5: What rates and charges, if any, should apply for the compensable activities or services contemplated by the agreement? (Appendices A, B and C)**

38. SSI was unable to propose rates and charges for transit or interim number portability (remote call forwarding, or access charge revenue sharing) since NEFCOM chose not to negotiate in any substantive or meaningful way with SSI. Similarly, it was not possible to devise an agreed PIU to be used when/if SSI chooses to send/receive § 251(b)(5) and information access traffic over switched access Feature Group D trunks along with IXC traffic. Finally, SSI was unable to meet and confer with NEFCOM to determine what the likely proportionate originating use will be for each network in order to implement 47 C.F.R. § 51.709(b). Therefore, the Commission will be required to determine appropriate prices and factors for those items.

39. **SSI Position:** The Commission should require NEFCOM to produce sufficient information to determine appropriate prices for transit, interim number portability (remote call forward-

ing and access charge revenue sharing). The Commission should also require NEFCOM to produce sufficient information to determine a facilities cost sharing factor based on proportionate originating use.

40. **NEFCOM Position:** SSI does not know NEFCOM's position.

41. **Proposed Solution:** The Commission should develop and impose appropriate prices for transit and interim number portability, and should develop and approve an appropriate facilities cost sharing factor.

## **VI. PROCEDURAL MATTERS**

42. Section 252(b)(4)(C) of the Act requires that, unless waived by the parties, the Commission should render a decision in this proceeding not later than nine (9) months after the date on which interconnection negotiations formally commenced, which, in this case, is June 22, 2004. In order to allow for the most expeditious conduct of this arbitration, SSI respectfully requests that the Commission promptly issue a procedural order establishing a schedule for discovery, prefiled testimony, a prehearing conference, a hearing, and such other process as the Commission may determine to be necessary.

## **VII. CONCLUSION AND PRAYER**

43. SSI requests that the Commission arbitrate the unresolved issues described above and resolve them in SSI's favor. SSI's proposed interconnection agreement is reasonable and consistent with the law. SSI requests that the Commission adopt its proposed interconnection agreement. To the extent that NEFCOM raises issues or proposes terms for the first time in its response to this Petition, SSI reserves the right to move to strike and/or otherwise respond to the response and any as-yet undisclosed issues and proposals.

Respectfully Submitted,

**SOUTHEASTERN SERVICES INCORPORATED**

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Austin, Texas 78746  
(512) 485-7920  
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Counsel for Southeastern Services, Inc.


By:   
W. Scott McCollough

**CERTIFICATE OF SERVICE**

The undersigned certifies that a copy of the foregoing instrument was served upon the attorneys of record below to the above-styled cause, on this 26<sup>th</sup> day of February, 2004 and in compliance with Rule 28.106.104(4), Florida Administrative Code .

Benjamin H. Dickens, Jr.  
Blooston, Mordkofsky, Dickens, Duffy & Pendergrast  
2120 L Street NW  
Washington, DC 20037

And to the following representative of NEFCOM:  
Deborah Nobles  
Director of Regulatory Affairs  
130 North 4<sup>th</sup> Street  
Macclenny, FL 32063-0485

  
W. Scott McCollough

**EXHIBIT 1**

**SSI'S PROPOSED INTERCONNECTION AGREEMENT**

**INTERCONNECTION AND RESALE AGREEMENT**

**BETWEEN**

**NORTHEAST FLORIDA TELEPHONE COMPANY**

**AND**

**SOUTHEASTERN SERVICES, INC.**

**FOR THE STATE OF FLORIDA**

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**APPENDIX IX A: RATES AND CHARGES FOR TRANSPORT AND  
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**APPENDIX IX B: RATES AND CHARGES FOR NUMBER PORTABILITY**

**APPENDIX IX C: SERVICES AVAILABLE FOR RESALE**

This Interconnection and Resale Agreement (the "Agreement"), is by and between Northeast Florida Telephone Company with its address for purposes of this Agreement at \_\_\_\_\_ ("NEFCOM"), and Southeast Services, Inc. ("SSI"), in its capacity as a certified provider of telephone exchange and exchange access service in Florida, with its address for purposes of this Agreement at P.O. Box 365, Macclenny, FL 32063-0365 ("SSI"). NEFCOM and SSI being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Florida only (the "State").

**WHEREAS**, interconnection between competing Local Exchange Carriers (LECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

**WHEREAS**, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon interconnection points; and

**WHEREAS**, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

**WHEREAS**, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks and resale of their telecommunications services;

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



**ARTICLE I**  
**SCOPE AND INTENT OF AGREEMENT**

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of Traffic between their respective customers. This Agreement also governs the purchase by SSI of certain telecommunications services provided by NEFCOM in its franchise areas in the State for resale by SSI. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the State Public Service, as applicable (the "Commission") for approval. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements.

## ARTICLE II DEFINITIONS

### 1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

#### 1.1 Access Service Request (ASR)

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.

#### 1.2 Act

The Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

#### 1.3 Affiliate

A person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

#### 1.4 Answer Supervision

An off-hook supervisory signal.

#### 1.5 Applicable Law

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

#### 1.6 As-Is Transfer (AIT)

The transfer of all telecommunications services and features available for resale, that are currently being provided for a specific account, without the requirements of a specific enumeration of the services and features on the Local Service Request (LSR) with all such services being provided "as is."

#### 1.7 Automatic Location Identification/Data Management System (ALI/DMS)

The emergency services (E-911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the LEC) used to process subscriber access records into Automatic Location Identification (ALI) records.

#### 1.8 Automated Message Accounting (AMA)

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message

Accounting document, published by Telcordia Technologies as GR-1100-CORE, which defines the industry standard for message recording.

1.9 **Automatic Number Identification (ANI)**

ANI. The term "ANI" (automatic number identification) refers to the delivery of the calling party's billing number by a local exchange carrier to any interconnecting carrier for billing or routing purposes, and to the subsequent delivery of such number to end users.

1.10 **Bill-and-Keep Arrangement**

A compensation arrangement whereby the Parties do not render bills to each other for the termination of Reciprocal Compensation and Information Access traffic specified in this Agreement and whereby the Parties terminate such traffic emanating from the network of the other Party without explicit charging among or between said carriers for such traffic exchange.

1.11 **Bona Fide Request (BFR)**

Process intended to be used when requesting customized service orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.

1.12 **Business Day**

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

1.13 **Calling Party Number (CPN)**

The term "Calling Party Number" refers to the subscriber line number or the directory number contained in the calling party number parameter of the call set-up message associated with a call on a Signaling System 7 network.

1.14 **Centralized Message Distribution System (CMDS)**

The billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collectibles and in collectibles as well as Carrier Access Billing System (CABS) records.

1.15 **Central Office (CO)**

A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other, for provision of Telephone Exchange and Exchange Access service.

1.16 **Central Office Switch**

A switch used to provide telecommunications services including (1) End Office Switches which are Class 5 switches from which Telephone Exchange and Exchange Access Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be

employed as combination end office/tandem office switches (combination Class 5/Class 4).

1.17 **Charge Number**

The term “charge number” refers to the delivery of the calling party’s billing number in a Signaling System 7 environment by a local exchange carrier to any interconnecting carrier for billing or routing purposes, and to the subsequent delivery of such number to end users.

1.18 **CLASS**

CLASS is an acronym for Custom Local Area Signaling Services. It is based on the availability of common channel signaling. CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.

1.19 **CLLI Codes**

Common Language Location Identifier Codes.

1.20 **Commission**

The State Public Service or Public Utilities Commission, as applicable.

1.21 **Common Channel Signaling (CCS)**

A high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.22 **Competitive Local Exchange Carrier (CLEC)**

Any company or person authorized to provide Telephone Exchange and Exchange Access services in competition with an ILEC.

1.23 **Compliance**

Environmental and safety laws and regulations based upon a Federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.

1.24 **Conversation Time**

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

1.25 **Customer**

The Party receiving service from the other. NEFCOM or SSI, depending on the context and which Party is receiving the service from the other Party. Alternatively, it can refer to the person or entity to whom a Party is providing a telecommunications or other service.

1.26 **Customer Service Record Search**

Applied to LSR when CLEC requests a customer service record search prior to account conversion from NEFCOM or from another CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information. Applied on a per requested loop basis.

1.27 **Disconnect Supervision**

An on-hook supervisory signal end at the completion of a call.

1.28 **Electronic File Transfer**

A system or process that utilizes an electronic format and protocol to send/receive data files.

1.29 **E-911 Service**

A method of routing 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed. E911 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering attendant's position. It usually includes selective routing.

1.30 **Enhanced Services**

Services, offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information. Enhanced services are not regulated under title II of the Act.

1.31 **Exchange Access**

As defined in the Act. Also known as Switched Access, which is synonymous.

1.32 **Exchange Message Record (EMR)**

An industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Telcordia Technologies.

1.33 **Telephone Exchange Service**

As defined in the Act.

1.34 **FCC**

The Federal Communications Commission.

1.35 **Incumbent Local Exchange Carrier (ILEC)**

Any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.

**1.36 Information Access**

The access that either Party offers to a provider of Enhanced and/or Information Service or to itself when used by that Party to offer Enhanced and/or Information Service.

**1.37 Information Service Provider**

A provider of Information Services as such services are defined in the Act. For purposes of this Agreement, a Party may act as an Information Service Provider.

**1.38 Interconnection Facility**

See "Internetwork Facilities."

**1.39 Interconnection Point (IP)**

The physical point on the network where the two parties interconnect. The IP is the demarcation point between ownership of the transmission facility. Also known as the "Point of Interconnection" or "POI."

**1.40 Interexchange Carrier (IXC)**

A telecommunications service provider authorized by the FCC to provide interstate Telephone Toll Service and authorized by the State to provide Telephone Toll Services within the State, to the extent the provider is providing Telephone Toll Service over access trunks.

**1.41 Interim Number Portability (INP)**

The delivery of Local Number Portability (LNP) capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

**1.42 Internetwork Facilities**

The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Telecommunications.

**1.43 ISDN User Part (ISUP)**

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

**1.44 Local Access and Transport Area (LATA)**

A geographic area for the provision and administration of communications service; *i.e.*, intraLATA or interLATA.

**1.45 Local Calling Area**

Local Calling Area includes the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined by the Parties.

- 1.46 **Local Exchange Carrier (LEC)**  
Any company certified by the Commission to provide Telephone Exchange and Exchange Access service. This includes the Parties to this Agreement.
- 1.47 **Local Exchange Routing Guide (LERG)**  
The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.48 **Local Number Portability (LNP)**  
The ability of users of telecommunications services to retain, at the same location, existing E.164 addresses without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.49 **Local Provider**  
A carrier authorized to provide Telephone Exchange Service and/or Exchange Access Service in the State.
- 1.50 **Local Service Request (LSR)**  
The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services.
- 1.51 **Meet Point Billing (MPB)**  
Refers to an arrangement whereby two LECs jointly provide the transport element of an Exchange Access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by the effective access tariffs.
- 1.52 **Mid Span Meet**  
An Interconnection architecture whereby two the Parties jointly establish a fiber optic facility system, with each Party providing the appropriate fiber optic terminal equipment located in its premise and the appropriate fiber optic cable strands between its serving wire center and the fiber-meet location.
- 1.53 **Multiple Exchange Carrier Access Billing (MECAB)**  
Refers to the 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 access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.54 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)**  
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-STIS-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

1.55 **911 Service**

A universal telephone number that gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.56 **North American Numbering Plan (NANP)**

The system of telephone numbering employed in the United States, Canada, and other countries in and around North America.

1.57 **Numbering Plan Area (NPA)**

Also sometimes referred to as an area code, is the three-digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit E.164 telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service that may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.58 **NXX, NXX Code, Central Office Code or CO Code**

The three-digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit E.164 telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.59 **Party/Parties**

NEFCOM and/or SSI.

1.60 **Provider**

The Party providing service to the other. NEFCOM or SSI depending on the context and which Party is providing the service to the other Party.

1.61 **Public Safety Answering Point (PSAP)**

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.62 **Rate Center**

The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for



retail rating purposes in its provision of Telephone Exchange or Exchange Access Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center. Also known as the "Rating Point."

1.63 **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 that is covered by § 251(b)(5) of the Act

1.64 **Routing Point**

Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX, but need not be in the same rate center with which the NXX is associated.

1.65 **Service Switching Point or Signal Switching Point (SSP)**

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

1.66 **Signaling Point (SP)**

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

1.67 **Signaling System 7 (SS7)**

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

1.68 **State**

The State in which Services are to be provided under the Agreement.

1.69 **Subsequent Service Order**

Applied to LSRs requesting a service change to an existing account.

1.70 **Subsidiary**

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

1.71 **Synchronous Optical Network (SONET)**

A broadband networking standard based on optical fiber networks. SONET carries circuit-switched data in frames at speeds in multiples of 51.84 megabits per second (Mbps).

1.72 **Tandem or Tandem Switch**

Tandem means to connect in series. A Tandem or Tandem Switch connects one trunk to another. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

1.73 **Tariff**

A tariff is a publicly available statement of the terms and conditions upon which a carrier will provide service to a qualified applicant and which is submitted to and approved by the Commission or FCC. Notwithstanding any reference to a "Tariff" in the body of this Agreement, to the extent state or federal laws and regulations do not require a Party to submit a tariff to the Commission or FCC and a Party chooses not to submit a tariff, then the term "Tariff" shall mean any statement of generally applicable terms made available to the public and/or any contract for service.

1.74 **TDM Technology.**

Time Division Multiplexing. A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (e.g., voice, fax, dial-up Internet access) and high-capacity services like DS1 and DS3 circuits.

1.75 **Telcordia Technologies**

A wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

1.76 **Telecommunications**

As defined in the Act.

1.77 **Telecommunications Services**

As defined in the Act.

1.78 **Telephone Toll Service**

As defined in the Act.

1.79 **Transit Traffic**

Transit Traffic is traffic delivered from one Party's network that is switched and/or transported by the Other Party and delivered to a third party's network.

1.80 **Undefined Terms**

Undefined terms may appear in this Agreement. Parties acknowledge and agree that any such terms shall be construed in accordance customary usage in the

telecommunications industry as of the effective date of this Agreement, including federal and/or state statutes and/or administrative rules.

1.81 **Vertical Features (including CLASS Features)**

Vertical services and switch functionalities provided by NEFCOM.

1.82 **Wire Center**

A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched.

## ARTICLE III

### GENERAL PROVISIONS

1. Scope of General Provisions.

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.

2.1 Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be for a period of five (5) years from the effective date of this Agreement as defined in Section 35. This Agreement shall automatically renew for successive one (1) year terms unless one Party gives advance notice no later than nine (9) months prior to the end of the primary term or any renewed term of an intent to not renew. The non noticing Party may elect to treat the notice as a request to negotiate a replacement agreement under § 252 of the Act and the Parties shall negotiate in good faith to reach agreement on a replacement agreement; provided SSI may elect to adopt a replacement agreement under § 252(i). The Agreement will continue in effect for so long as the Parties are negotiating a replacement agreement or have sought arbitration from the Commission and are awaiting a Commission order approving a complete and comprehensive set of replacement terms.

2.2 Post-Termination Arrangements.

Except in the case of termination as a result of either Party's Default under Section 2.3 below, for service arrangements made available under this Agreement and existing at the time of termination, service arrangements may continue:

- (a) If either Party has requested negotiations for a new agreement pursuant to Sections 251 and 252 of the Act until this Agreement has been replaced by a new agreement.
- (b) If this Agreement is not continued pursuant to subsection (a) preceding or under a new agreement voluntarily executed by the Parties, then service arrangements between the Parties, if any, shall be governed by standard terms and conditions approved and made generally effective by the Commission, if any; tariff terms and conditions made generally available to all Requesting Carriers; and any rights under Section 252(i) of the Act, whichever provisions are applicable.

2.3 Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of a Default (defined below) by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the Default and that the defaulting Party does not cure the Default within twenty (20) Business Days of receipt of written notice thereof. Default is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

- (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement.

2.4 Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3. Amendments.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

4. Assignment.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party (which shall not be unreasonably withheld) shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder.

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his, her or its choosing and has not relied on counsel or on representations by personnel of the other Party that are not specifically contained in this Agreement, in entering into this Agreement.

6. Responsibility for Payment.

A Party may require the other Party to pay a deposit before the requiring Party must perform under this Agreement, if the requiring Party deems a deposit appropriate after examination of the other Party's payment and/or credit history. Such deposit will be calculated based on estimated two-month charges for resale and other facilities and services for which compensation is due. Deposits may be modified from time to time based on actual billing history and the credit rating, but may not be based on disputed charges that have not been resolved by negotiation and, if necessary, dispute resolution. Interest will be paid on the deposit in accordance with state requirements for end user deposits.

7. Contact Exchange.

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the local, State and Federal governments.

## 8. Ordering and Electronic Interface.

Manual interface is currently being used for SSI to order services, and it includes facsimile orders and E-mail orders. Conventional electronic ordering interface is not currently available. If NEFCOM later makes electronic interface ordering available to SSI, then the parties agree that, to the extent practicable, electronic interface will be used by SSI for ordering services and manual interface will be discontinued unless this is impracticable.

## 9. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), SSI and NEFCOM agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

### 9.1 Back Billing.

The Parties will bill each other in a timely manner. Neither Party will bill the other Party for previously unbilled charges for services that were provided longer ago than one (1) year or the applicable Federal or State statute of limitations, whichever is longer.

### 9.2 Dispute.

If a Party disputes a bill issued by Provider, the billed Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within thirty (30) Business Days of the bill date or the dispute shall be waived, subject to any State regulatory requirements. The Parties shall diligently work toward resolution of all billing issues.

### 9.3 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due undisputed balance at an interest rate equal to the amount of 1½% per month. Such late payment charges shall be included on the Provider's next statement.

### 9.4 Due Date.

Payment is due thirty (30) Business Days from the bill date.

### 9.5 Financial and Traffic Audits.

#### 9.5.1 In General

Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed under the following conditions: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the

audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

#### 9.5.2 Percentage Interstate Usage.

In the case where SSI desires to terminate its Reciprocal Compensation and/or Information Access Traffic over or co-mingled with Switched Access Feature Group D trunks, SSI will provide a projected Percentage Interstate Usage ("PIU") to NEFCOM. The jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in NEFCOM's Interstate Access Services Tariff will apply to SSI for traffic SSI sends for termination over Switched Access Trunks. The PIU factor will then be used for application and billing of Switched Access services. Notwithstanding the foregoing, where the terminating Party has message recording technology that accurately and correctly identifies the jurisdiction (as determined by applicable law) of traffic, such information, in lieu of the PIU factor, shall, at the terminating Party's option, be utilized to determine the appropriate compensation to be paid for traffic SSI chooses to terminate over Switched Access Trunks.

#### 9.5.3. Traffic Audits.

On twenty (20) Business Days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. Any PIU provided pursuant to Section 9.5.2 shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit either Party is found to have overstated the PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

#### 9.6 Federal Universal Service Charge.

The Federal Universal Service Charge (FUSC) is a customer charge that allows local exchange carriers to recover the costs of their universal service contributions from their customers.

#### 9.7 Universal Service Fund.

In order to collect the costs of NEFCOM's contribution to the Federal Universal Service Fund (FUSF) in an equitable manner, NEFCOM's customers are being charged a Federal Universal Service Charge (FUSC). The only customers who are exempt from paying this Federal Universal Service Charge to NEFCOM are those reseller customers who themselves contribute to the FUSF, or who otherwise qualify for an exemption under the FCC's universal service rules. The FCC obligates underlying carriers to obtain a signed statement from a reseller customer that it is reselling the services provided by the underlying carrier in the form of telecommunications, and will, in fact, contribute directly to the FUSF. If the reseller customer does not provide this statement, or certifies that it is exempt from remitting

the FUSC, NEFCOM must report the revenues obtained from provision of service to the reseller customer as end user revenues, for FUSF contribution purposes, and is permitted to assess a FUSC on such customer.

#### 10. Binding Effect.

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

#### 11. Capacity Planning and Forecasting.

Within twenty (20) Business Days from the effective date of this Agreement, or as soon after the effective date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to services, number portability and interconnection.

11.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.

11.2 SSI will furnish to NEFCOM information that provides for statewide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.

11.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article V.

SSI shall notify NEFCOM promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

#### 12. Compliance with Laws and Regulations.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

#### 13. Confidential Information

##### 13.1 Identification

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms owned by the disclosing party ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, preorders and all orders for services placed by SSI pursuant to this Agreement, and information that would constitute customer proprietary network information of SSI customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to



SSI customers, whether disclosed by SSI to NEFCOM or otherwise acquired by NEFCOM in the course of its performance under this Agreement shall be deemed Confidential Information without having to be defined as such. Confidential Information shall not be disclosed or used for any purpose, including any attempt to “winback” a customer, other than to provide service as specified in this Agreement.

### 13.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the owning party;
- (e) To return promptly any copies of such Confidential Information to the owning party at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

### 13.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the owning party, was received in good faith from a third party not subject to a confidential obligation to the owning party, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the owning party, confidential information that recipient obtained more than three (3) years ago, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the owning party and shall reasonably cooperate if the owning party deems it necessary to seek protective arrangements.

### 13.4 Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

#### 14. Consent.

Where consent notice, approval, mutual agreement, or similar action is permitted or required of a Party by any provision of this Agreement, it shall not be conditional, unreasonably withheld, or delayed.

#### 15. Fraud.

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

#### 16. Dispute Resolution

##### 16.1 Alternative to Litigation

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement using Alternative Dispute Resolution rather than litigation.

##### 16.2 Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

##### 16.3 Arbitration

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration. At the election of either Party, arbitration shall be before the Commission. Otherwise, arbitration shall be by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise, the rules described in part (a) below shall be applicable.

- (a) AAA arbitration will be handled in accordance with the procedures set out in the AAA rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration

shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.

- (b) Judgment upon the award rendered by the AAA arbitrator may be entered in any court having jurisdiction.

16.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 16.2 directly and materially affects service to either Party's customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, and if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (*i.e.*, rules 53 through 57).

16.5 Costs.

Each Party shall bear its own costs of AAA procedures. A Party seeking discovery in an AAA arbitration shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the AAA arbitration and the AAA arbitrator.

16.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement.

17. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

18. Expenses.

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

19. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other material change of circumstances

beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease. It is expressly agreed that financial difficulties of a Party are not subject to this Section.

20. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith.

21. Governing Law.

This Agreement shall be governed by and construed in accordance with the Act, applicable Federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided and shall be subject to the exclusive jurisdiction of the State or Federal courts with jurisdiction over Macclenny, Florida.

22. Standard Practices.

The Parties acknowledge that NEFCOM shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable for the CLEC industry. SSI agrees that NEFCOM may implement such practices to satisfy any NEFCOM obligations under this Agreement, except to the extent inconsistent with the terms of this Agreement.

23. Headings.

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

24. Independent Contractor Relationship.

The persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

25. Law Enforcement Interface.

25.1 Except to the extent not available in connection with NEFCOM's operation of its own business, NEFCOM shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.

- 25.2 NEFCOM agrees to work jointly with SSI in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for SSI customers will be billed to SSI.
- 25.3 NEFCOM will, in non-emergency situations, inform the requesting law enforcement agencies that the customer to be wire tapped, traced, etc. is a SSI customer and shall refer them to SSI.
- 25.4 Subsequent to the Parties' execution of this Agreement and its approval by the Commission, the parties shall establish a separate contract or authorization agreement specific to the Nuisance Call Bureau (NCB) and Security Control Center (SCC) for SSI procedures, which will be in compliance with applicable state and federal laws.
26. Liability and Indemnity.
- 26.1 Customer and Content-Related Claims.
- The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the Indemnified Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of services or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Indemnifying Party's customers against an Indemnified Party arising from Services or Facilities. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party to the Indemnified Party or such Indemnified Party's customers, or any other act or omission of the Indemnified Party or such Party's customers or any other act of omission of the Indemnified Party or such Party's customers.
- 26.2 Intellectual Property.
- Each Party acknowledges that its right under this Agreement to obtain services for resale and/or to interconnect with the other Party's network may be subject to or limited by Intellectual Property rights (including without limitation, patent, copyright, trade secret, trade mark, service mark, trade name and trade dress rights) and contract rights of third parties.
- 26.1.1 The Parties will abide by the April 27, 2000 FCC order in CC Docket No. 96-98 (File No. CCBPol. 97-4), *In the Matter of Petition of MCI for Declaratory Ruling*.
- 26.1.2 Except as may be required by state or federal law, nothing in this Agreement shall be construed as licenses to use such Intellectual Property rights or warranties, express or implied, concerning a Party's (or any third party's) rights with respect to such Intellectual Property rights and contract rights. Any licenses or warranties for Intellectual Property rights are vendor licenses

and warranties and are a part of the Intellectual Property rights each Party agrees to use its best efforts to obtain.

- 26.1.3 Unless otherwise required by Applicable Law, 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 Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim that arises out of, is caused by, or relates to interconnection and the services provided as a result of this Agreement.
- 26.1.4 Services and facilities to be provided hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit a Party to provide particular services otherwise required to be made available under this Agreement, then, as may be required by applicable state or federal law:
- a) Each Party agrees to provide written notification to the other Party, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions; and
  - b) For any new agreements that a Party enters into or existing agreements that it renews, in the event that a Party, after using its best efforts, is unable to procure Additional Rights/Licenses for the other Party, the Party will promptly provide written notification of the specific facilities or equipment (including software) that it is unable to provide pursuant to the license, as well as any and all related facilities or equipment; the extent to which it asserts the other Party's use has exceeded (or will exceed) the scope of the license; and the specific circumstances that prevented it from obtaining the revised provisions.
  - c) In the event a Party provides in writing within thirty (30) calendar days of written notice in section (c) above that the other Party has not exercised such best efforts, the Party may seek a determination through an expedited petition to the Commission as to whether the other Party has exercised such best efforts.

- d) If and to the extent a Party is unable to make all warranties required pursuant to this agreement without additional costs, including payment of additional fees, in renegotiating with its vendors or licensors, the Party may seek recovery of such costs as are reasonable. Such additional costs shall be shared among all carriers, including NEFCOM.

26.1.5 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.

26.1.6 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either party under this Agreement, that utilizes such Intellectual Property to function properly.

### 26.3 Limitation of Liability.

Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount SSI or NEFCOM has charged or would have charged to the other Party for the affected Interconnection, Resale Services, functions, facilities, products and service(s).

### 27. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

### 28. No Third Party Beneficiaries.

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

### 29. Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable street or post

office box address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section. Although E-mail will not be used to provide notice, the Parties provide their E-mail addresses below to facilitate informal communications. Notice may be provided by Facsimile.

If to NEFCOM:

With a copy to:

If to SSI: Mark Woods, President  
Southeastern Services, Inc.  
P.O. Box 365  
Macclenny, FL 32063-0365  
V 904.259.2261  
FAX 904.259.7606

Copy to: W. Scott McCollough  
STUMPF, CRADDOCK, MASSEY & PULMAN, PC  
1250 Capital of Texas Highway South  
Building One, Suite 420  
Austin, TX 78746  
(V) 512.485.7920  
(FAX) 512.485.7921  
E-mail: wsmc@scmplaw.com

### 30. Protection

#### 30.1 Impairment of Service.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, or create hazards to the employees of either Party or to the public (with the foregoing hereinafter being collectively referred to as an "Impairment of Service").

#### 30.2 Resolution

If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

### 31. Publicity

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services to the other Party or Facilities pursuant to it, or



association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both NEFCOM and SSI.

32. Regulatory Agency Control.

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable State Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency or agencies.

33. Effective Date.

This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval. The "effective date" of this Agreement for all purposes will be the latest date reflected by the signing parties.

34. Regulatory Matters.

Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

35. Rule of Construction.

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

36. Section References.

Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

37. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may seek an order by the Commission imposing replacement language, using the Dispute Resolution provisions of this Agreement.

38. Subcontractors.

Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement, provided that a Provider remains liable for the performance of its duties and obligation hereunder.

39. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all final and nonappealable applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such

law, rule, or regulation. The Dispute Resolution provisions of Article III, Section 16 shall govern any disputes arising out of or relating to such modifications. To the extent that subsequent applicable laws, rules or regulations of Federal, State or local governmental authority require modification or negotiation of one or more terms of this Agreement, the Parties agree to begin negotiating such terms within twenty (20) Business Days after a Party notifies the other Party of such subsequent change and requests negotiations. If negotiations fail within forty (40) Business Days thereafter, this matter shall proceed to the Dispute Resolution procedures of Article III, Section 16.

40. Taxes.

Any state or local excise, sales, or use taxes (defined in Section 42.1 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 42.2) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit same is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as NEFCOM requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

Notwithstanding anything to the contrary contained herein, each Party is responsible for furnishing tax exempt status information to the other Party at the time of the execution of the Agreement. Each Party is also responsible for furnishing any updates or changes in its tax exempt status to the other Party during the Term of the Agreement and any extensions thereof. In addition, each Party is responsible for submitting and/or filing tax exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body to the extent necessary. It is expressly understood and agreed that a Party's representations concerning claimed tax exempt status, if any, and its impact on this Section 42 are subject to the indemnification provisions of Section 28.1.

40.1 Tax

A tax is defined as a charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a Provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

40.2 Fees/Regulatory Surcharges.

A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party. Fees/Regulatory Surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

41. Trademarks and Trade Names.

Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

42. Waiver.

The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

43. Bona Fide Request Process.

43.1 Intent.

The BFR process is intended to be used when SSI requests certain services, features, capabilities or functionality defined and agreed upon by the Parties to be ordered as BFRs.

43.2 Process.

43.2.1 A BFR shall be submitted in writing by SSI and shall specifically identify the need to include technical requirements, and/or other such specifications that clearly define the request such that NEFCOM has sufficient information to analyze and prepare a response.

43.2.2 SSI may cancel a BFR in writing at any time prior to SSI and NEFCOM agreeing to price and availability. NEFCOM will then cease analysis of the request.

43.2.3 Within twenty (20) Business Days of the BFR's receipt by NEFCOM, NEFCOM shall acknowledge in writing the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.

43.2.4 Except under extraordinary circumstances, within sixty (60) Business Days of its receipt of a BFR, NEFCOM shall provide a proposed price and availability date, or it will provide an explanation as to why NEFCOM elects not to meet SSI request. If extraordinary circumstances prevail, NEFCOM will inform SSI as soon as it realizes that it cannot meet the sixty (60) Business Day response due date. SSI and NEFCOM will then determine a mutually agreeable date for receipt of the response.

43.2.5 Unless SSI agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, and decisions by the FCC and the Commission.

Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by the Parties, in accordance with the applicable provisions of the Agreement.

- 43.2.6 Upon an affirmative BFR response from NEFCOM, SSI will submit in writing its acceptance or rejection of NEFCOM's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, the dispute resolution procedures described in Section 16 herein may be used by a Party to reach a resolution.

**ARTICLE IV**  
**TECHNICAL AND BUSINESS RULES**

1. General.

General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate NEFCOM intrastate local, toll and access tariffs, apply to retail services made available by NEFCOM to SSI for resale by SSI, when appropriate, unless otherwise specified in this Agreement. As applied to services offered for resale under this Agreement, the term "Customer" contained in the NEFCOM Retail Tariff shall be deemed to mean "SSI" as defined in this Agreement. NEFCOM's provision of interconnection is not controlled by any NEFCOM state or federal tariff.

2. Liability of NEFCOM.

The following shall limit a Party's liability under this Agreement.

2.1 SSI Tariffs or Contracts.

Each Party shall, in its tariffs or other contracts for services provided to its customers using services or facilities obtained from the other Party, provide that in no case shall the Party whose services or facilities are used to provide service to customer by the other Party be liable to customers or any third parties for any indirect, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification of the possibility of such damages and each Party shall indemnify and hold the other Party harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship with either Party's customers.

3. Unauthorized Changes.

3.1 Procedures.

If a Party submits an order for resold services or number portability under this Agreement in order to provide service to an customer that at the time the order is submitted is obtaining its local services from Provider or another LEC using NEFCOM resold services, and the customer notifies Provider that the customer did not authorize Party to provide local exchange services to the customer, Party must provide Provider with written documentation of authorization from that customer within thirty (30) Business Days of notification by Provider. If Party cannot provide written documentation of authorization within such time frame, Party must within three (3) Business Days thereafter:

- (a) direct Provider to change the customer back to the LEC providing service to the customer before the change to Party was made; and
- (b) provide any customer information and billing records Party has obtained relating to the customer to the LEC previously serving the customer; and
- (c) notify the customer and Provider that the change back to the previous LEC has been made.

Furthermore, Provider will bill Party fifty dollars (\$50.00) per affected line to compensate Provider for switching the customer back to the original LEC.

#### 4. Timely Payment of Charges.

##### 4.1 In General.

Satisfactory current billing history is a prerequisite to the ordering of services. Each Party is solely responsible for the payment of all undisputed charges for any and all services furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its customers' service locations, including without limitation any and all toll charges.

##### 4.2 Effect of Not Timely Paying Service Charges.

If a Party fails to pay within thirty (30) Business Days after the bill date any and all charges billed to the other Party under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), excepting disputed charges for which a billed Party may withhold payment, the non-paying Party shall be in Default as defined in Section 2.3 of Article III.

##### 4.3 Default Notice of Nonpayment for Services.

Following such Default resulting from nonpayment for services within the required twenty (20) Business Days following the bill date, the non-defaulting Party shall notify the defaulting Party in writing that it must pay all undisputed, Unpaid Charges to the non-defaulting Party within twenty (20) Business Days. If a Party disputes any or all of the Unpaid Charges, it shall, within said (20) twenty Business Day notice period, deliver to the other Party a written description of the disputed Unpaid Charges, including the specific details and reasons for the dispute, unless such reasons have been previously provided in writing, and shall immediately pay to the other Party all undisputed Unpaid Charges.

##### 4.4 Resolving Disputed Charges.

If SSI and NEFCOM are unable, within said twenty (20) Business Days, following notice of Default to resolve issues related to the disputed charges, then either SSI or NEFCOM may file a request for arbitration to resolve those issues. Upon resolution of any dispute hereunder, if a Party owes a payment to the other Party, it shall make such payment along with any late payment charge under Article III, Section 9.3, from the original payment due date. If a Party owes no payment, but has previously paid the other Party such disputed payment, then the other Party shall refund such payment including any late payment charges that had been billed, plus interest at the highest non-usurious rate allowed by law. A Party shall not impose late payment charges on a disputed and unpaid charge unless and until it is determined as part of the dispute resolution process that the non-paying Party's dispute was not valid.

##### 4.5 Applicable Regulatory Law Notice Restriction.

Each Party will abide by any regulatory requirements relating to notice to customers prior to disconnection of service or exit from the market.

#### 5. Unlawful Use of Service.

Each Party shall be responsible to ensure that it and its customers' use of services and facilities provided hereunder comply at all times with all applicable laws. A Party may refuse to furnish service to the other Party or disconnect particular services or facilities provided under this Agreement when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service or

facilities is prohibited by law or (ii) the providing Party is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by that Party is being used or will be used for the purpose of transmitting or receiving gambling or other information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to the other Party, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to the providing Party the written finding of a court, then upon request of the other Party, the providing Party shall promptly restore such service.

6. Timing of Messages.

With respect to NEFCOM resold measured rate local service(s), chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

7. Procedures For Preordering, Ordering, Provisioning, Etc.

Certain procedures for preordering, ordering, provisioning, maintenance and billing for many of these functions are governed by standard industry practices.

8. Letter of Authorization.

8.1 No Party will release the Customer Service Record (CSR) containing Customer Proprietary Network Information (CPNI) to the other Party unless the Party seeking release of the CPNI first provides a written Letter of Authorization (LOA). Such LOA may be a blanket LOA or other form agreed upon between NEFCOM and SSI authorizing the release of such information or if state or federal law provides otherwise, in accordance with such law.

8.2 An LOA will be required before a Party will process an order for services provided in cases in which the customer currently receives Telephone Exchange Service or Exchange Access Service from that Party or from another local service provider using a resold service of a Party. Such LOA may be a blanket LOA or such other form as agreed upon between NEFCOM and SSI.

9. Customer Contacts.

Except as otherwise provided in this Agreement or as agreed to in a separate writing by SSI, SSI shall provide the exclusive interface with SSI's customers in connection with the marketing or offering of SSI services. Except as otherwise provided in this Agreement, in those instances in which NEFCOM personnel are required pursuant to this Agreement to interface directly with SSI's customers, such personnel shall not identify themselves as representing NEFCOM. All forms, business cards or other business materials furnished by NEFCOM to SSI customers shall be generic in nature. In no event shall NEFCOM personnel acting on behalf of SSI pursuant to this Agreement provide information to SSI customers about NEFCOM products or services unless otherwise authorized by SSI.

## ARTICLE V

### INTERCONNECTION, NUMBER PORTABILITY, TRANSIT AND TRANSPORT AND TERMINATION OF TRAFFIC

#### 1. Services Covered by This Article.

##### 1.1 Types of Services.

This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) by NEFCOM to SSI or by SSI to NEFCOM, number portability, transit and the transport, termination and billing of traffic between NEFCOM and SSI. For ease of reference but without any intent to make a legal characterization of any kind, the services and facilities described in this Article V constitute the "Services."

Orders for trunk-side interconnection shall be initiated by SSI sending an ASR to NEFCOM. The ASR will be reviewed by NEFCOM for validation and correction of errors. Errors will be referred back to SSI. SSI will then correct any errors that NEFCOM has identified and resubmit the request to NEFCOM through a supplemental ASR.

#### 2. Billing and Rates.

##### 2.1 Service Ordering, Service Provisioning, and Billing.

Each Party will order services for number portability, directly from the other Party. Service ordering, provisioning, billing and maintenance shall be governed by this Agreement and industry standards.

##### 2.2 Rates and Charges.

Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable Appendices to this Agreement. Rates and charges are set forth in Appendix A attached to this Agreement.

##### 2.3 Billing.

Where this Agreement provides for charging for facilities or the exchange of traffic, Provider shall render to Customer a bill for interconnection on a current basis. Non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for Transit, shall be billed in arrears.

##### 2.4 Billing Specifications.

The Parties agree that billing requirements and outputs will be consistent with the Telcordia Technologies Billing Output Specifications (BOS).

2.4.1 Usage Measurement: Usage measurement for calls shall begin when Answer Supervision or the equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first. Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive



at total billable minutes for each interconnection. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

3. Transport and Termination of Traffic.

3.1 Traffic to be Exchanged.

The Parties shall reciprocally terminate traffic originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Section 4 herein. To this end, the Parties agree that there will be interoperability between their networks. In addition, the Parties will promptly notify each other in writing of any anticipated change in traffic to be exchanged (*e.g.*, traffic type, volume).

3.2 Compensation For Traffic Exchange.

3.2.1 Reciprocal Compensation. The Parties shall compensate each other for the exchange of Reciprocal Compensation Traffic and Information Access Traffic delivered by one Party to the other Party for ultimate termination in accordance with Section 3.2.2 of this Article, subject to any applicable regulatory conditions, such as a State exempt factor, if any. Charges for the transport and termination of intraLATA toll and Telephone Toll traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

3.2.2 Bill and Keep. The Parties shall assume that Local Traffic and Information Access Traffic exchanged between the Parties are roughly balanced between the Parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Reciprocal Compensation Traffic and Information Access Traffic. Either Party may initiate a traffic study no more frequently than once a quarter. Such traffic study shall examine both Reciprocal Compensation Traffic and Information Access Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than seventy-five percent (75%) of the Parties' total terminated minutes for Reciprocal Compensation Traffic and Information Access Traffic, either Party may notify the other that intercarrier compensation will commence for both Reciprocal Compensation Traffic and Information Access Traffic, pursuant to rates to be negotiated by the Parties.

3.2.3 Optional EAS.

3.2.3.1 Bill-and-Keep will apply for the transport and termination of optional EAS.

3.2.4 Transport. Transport includes dedicated and common transport and any necessary Tandem Switching of Reciprocal Compensation Traffic and Information Access Traffic from the Point of Interconnection ("POI") between the two carriers to the terminating carrier's end-office switch or remote switch that directly serves the called customer.

3.2.4.1 Transport of Local Traffic. Each Party shall be responsible for facilities and transport of Reciprocal Compensation Traffic and Information Access Traffic between a Party's Central Office Switch or remote switch and the POI.

- 3.2.4.2 Termination. Termination includes the tandem switching of Reciprocal Compensation Traffic and Information Access Traffic at the terminating carrier's end office switch.
- 3.2.4.3 Compensation for Terminating Access Charges on Calls to Ported Numbers. The Parties agree that a meet point billing arrangement will be used to bill for terminating Exchange Access charges associated with calls terminated to a ported number. Each Party will bill IXCs the applicable switched access rate elements for functions provided over each respective Party's facilities. The Parties will follow any industry standards established for call record exchanges for meet point billing.
- 3.2.4.4 Compensation for Terminating Access Charges to INP. Until industry standards for call record exchanges are established for interim number portability, the Parties agree that switched access termination to a ported number will be billed by the party providing Interim Number Portability and that the party billing the switched access will share the switched access revenue with the other Party. The Party providing Interim Number Portability is entitled to keep the portion of collected access revenue associated with tandem switching, transport, and residual/transport interconnection charge rate elements, as applicable. The party terminating ported calls is entitled to receive the portion of collected access revenue associated with the end office switching rate elements. As part of this revenue sharing arrangement, the Parties agree to compensate each other as specified in Appendix B.
- 3.2.4.4.1 As part of the revenue sharing arrangement described in Section 3.2.9.4 the number of lines per ported number that are subject to compensation will be determined at the time the customer's local service is changed from one party to the other. The number of lines per ported number eligible for the shared revenue arrangement described in this section will be limited to the number of lines in service on the date of conversion plus a 10% growth margin. After conversion the number of lines per ported number available for compensation can only be increased by mutual consent of the Parties.
- 3.2.4.4.2 As part of the revenue sharing arrangement described in Section 3.2.9.4 the Parties agree that the compensation rates may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rates if a significant event occurs. At a minimum, the Parties agree to reevaluate the rates on an annual basis.
- 3.2.4.4.3 The Parties agree that terminating switched access calls ported via Interim Number Portability may appear to the receiving Party to be a Reciprocal Compensation or Information Access call and that the implementation of Bill-and-Keep for terminating Reciprocal Compensation and/or Information Access calls may result in under or overcompensation for ported switched access calls. The Parties agree that no charges shall be applied to the ported

switched access calls as part of the traffic termination. When the access revenue sharing arrangement described in Section 3.2.9.4 is in effect, the Parties agree to renegotiate the terminating shared access compensation rates if per minute compensation for Reciprocal Compensation and Information Access Traffic is implemented.

3.2.4.4.4 As part of the revenue sharing arrangement described in Section 3.2.9.4 the Party receiving the payments on a per line per month basis agrees to provide the following information on its invoice: Name of the customer accounts, the ported telephone numbers, the telephone numbers assigned to the lines in its switch, the INP methods used, class of service, and dates of initial installation and disconnects.

3.2.4.4.5 Upon implementation of permanent Local Number Portability, the Parties agree to transition all Interim Number Portability customers and their services to permanent Local Number Portability methods within a mutually agreed upon time frame and discontinue use of further interim methods of number portability.

#### 4. Network Interconnection

##### 4.1 Direct Network Interconnection Architecture.

In accordance with applicable law, the Parties shall provide interconnection of their networks at any technically feasible point as specified on this Agreement. SSI may interconnect with NEFCOM on its network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree to directly interconnect their respective networks, interconnection will be as specified in the following subsections. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

4.1.1 SSI may initially select between the following means to effect network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested.

- (a) A Mid Span Fiber Meet within an existing NEFCOM exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated location with each party being individually responsible for its incurred costs in establishing this arrangement.
- (b) DS1 or DS3 facilities as discussed below.
- (c) A special access arrangement terminating at a NEFCOM Wire Center subject to the rates, terms, and conditions contained in NEFCOM's applicable tariffs meeting the standards set forth in such tariffs.

4.1.2 SSI will designate at least one POI within the LATA and within NEFCOM's network for the routing of Reciprocal Compensation Traffic and Information Access Traffic.

- 4.1.3 The Parties shall make available to each other two-way trunks for the reciprocal exchange of all traffic.
- 4.1.5 SSI will be responsible for engineering and maintaining its network on its side of the POI. NEFCOM will be responsible for engineering and maintaining its network on its side of the POI.
- 4.1.6 If third party leased facilities are used for interconnection, the POI will be defined as the NEFCOM office in which the third party's leased circuit terminates.
- 4.1.7 If SSI utilizes leased facilities under a meet point arrangement between NEFCOM and a third party, the POI will be the NEFCOM office where the leased facility terminates.

#### 4.2 Interconnection Methods.

The Parties agree to the following methods to establish internetwork facilities.

- 4.2.1 If by Mid Span Fiber Meet: SSI has an available site adjacent to NEFCOM's end office located at 130 N. 4<sup>th</sup> Street in Maclenny (MCLNFLXADS1). The Parties will use the same route (including entrance point and conduit and/or poles) that the existing copper between NEFCOM's end office and SSI's site (discussed in 4.2.2.1 below) traverses. SSI will provide sufficient fiber optic cable for NEFCOM to pull the cable into NEFCOM's cable vault for termination. The POI will be located at SSI's adjacent site. NEFCOM will assume maintenance responsibility for the fiber cabling from the POI to the fiber distribution frame. Each Party will bear the cost of the facility and any electronics on that Party's side of the meet-point.
- 4.2.2 If by DS1 or DS3 facilities:
  - 4.2.2.1. DS1. There are approximately 100 copper pair between the NEFCOM end office and SSI's facility. As of the time this Agreement was executed, approximately 40 pair are not in use. The Parties will use provision up to 10 DS1s over the copper facilities for interconnection-related traffic. NEFCOM will be responsible for providing the link over the existing and available copper between the end office and the adjacent facility. The POI will be located at SSI's adjacent site. Each Party will provide the appropriate electronics necessary to operationalize the copper facility at the DS1 level on that Party's side of the POI.
  - 4.2.2.1 DS3. SSI will provide a coaxial cable with appropriate connectors and of sufficient length to establish connectivity between NEFCOM's end office and the adjacent facility. Under this arrangement, the POI will be located at SSI's adjacent site. Alternatively, NEFCOM may provide the facility in which case the POI will be located at NEFCOM's CO. Regardless of the location of the POI for DS3 Interconnection, the Parties will use the same route (including entrance point and conduit and/or poles) that the existing copper traverses. Each Party will provide the appropriate electronics necessary to operationalize the coaxial cable facility at the DS3 level on that Party's side of the POI. The DS3 will be used for

interconnection traffic and channels/trunks would be brought up as justified by the volume of traffic exchanged by the parties.

- 4.2.3 If by Special Access: NEFCOM will charge special access and/or switched access rates from the Interstate NEFCOM access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by NEFCOM. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree. The POI will be SSI's switch location.

#### 4.3 Tandem Switching.

To the extent a Party operates a Tandem, that Party will provide Tandem Switching for Reciprocal Compensation Traffic and Information Access Traffic between the Parties' end offices subtending each other's access Tandem, as follows:

- 4.3.1 The originating Party will compensate the Tandem Party for each minute of originated Tandem switched traffic that terminates to a third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the Transit charge identified in Appendix A.
- 4.3.2 The originating Party also assumes responsibility for compensation to the company that terminates the call.
- 4.3.3 Each Party shall deliver each Tandem traffic call to the other Party with CCS and the appropriate Transactional Capabilities Application part ("TACP") message to facilitate full interoperability of CLASS Features and billing functions. The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented.
- 4.3.4 The Parties will provide Tandem switching between the Parties' end offices subtending each other's tandem, if one exists.

#### 4.4 Tandem Transit Traffic and Compensation

- 4.4.1 Tandem Transit Traffic is telecommunications service that is delivered by one Party's network to the other Party's Tandem to the switch of a carrier other than NEFCOM or SSI, that subtends the relevant other Party's Tandem. Neither the originating nor the terminating customer is a Customer of the Transiting Party. Subtending Central Offices shall be determined in accordance with and as identified in the LERG. Exchange Access Service traffic is not Tandem Transit Traffic.
- 4.4.2 Neither Party will provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a third party if the volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls at the busy hour, over a thirty (30) day period. Parties will agree to acceptable DS1 measurement definition based on busy hour logic or agree to use any Industry standard that may be established.
- 4.4.3 The non-transiting Party shall pay the transiting Party for Transit Service at the rate specified in Appendix A, plus any additional charges or costs the receiving third party carrier imposes or levies on the transiting Party for the delivery or termination of such traffic.

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

5. Trunking.

5.1 Trunking Requirements.

In accordance with Article III, Section 11, prior to the Parties' exchange of traffic in areas where they are not presently interconnected, the Parties shall meet and agree on trunking forecasting, availability and requirements.

- 5.1.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. SSI will specify where one-way or two-way trunking will be made available.

- 5.1.2 Each Party will bear cost responsibility for the trunking facilities on the Party's side of the POI. In the event one-way trunking is used, and one Party provides facilities to the other Party so that the other Party may originate traffic, the Party originating the traffic that flows over the one-way trunks will be cost responsible for those trunks.

- 5.1.3 SSI and NEFCOM shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. SSI and NEFCOM will support the provisioning of combined trunk groups that carry both Reciprocal Compensation Traffic and Information Access Traffic.

5.1.3.1 Each Party shall only deliver traffic over the interconnection trunk groups to the other Party's tandem for those publicly-dialable NXX Codes served by end offices (and associated remotes) that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.

- 5.1.4 End-Office Trunking. The Parties will work together to establish high usage end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes sent from an SSI end office to a NEFCOM end office.

- 5.1.6 Trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly engineered to the appropriate State grade of service standard.

- 5.1.7 SSI and NEFCOM agree to use diligent efforts to develop and agree on a joint interconnection plan prescribing standards to ensure that the trunk groups are maintained at the appropriate State grade of service standard. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

- 5.1.8 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.

- 5.1.9 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.
- 5.1.10 The Parties will support intercompany 64kbps clear channel where available.
- 5.1.11 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for ordering.

## 5.2 Trunk Forecasting.

- 5.2.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 11, and as a condition to NEFCOM's processing of SSI interconnection ASRs under Section 1.1. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include:
  - 5.2.1.1 Yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and the use of (i) CLCI-MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.
- 5.2.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 5.2.1.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 5.2.3 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

## 5.3 Trunk Facility Underutilization

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the State's grade of service standard or the joint interconnection plan. When a condition of excess capacity is identified, NEFCOM will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with SSI for any necessary network efficiency adjustment.

## 5.4 Interconnection Calling and Called Scopes for Tandem and End Office Interconnection

- 5.4.1 Tandem Interconnection calling scope (originating and terminating) is to those end offices (and associated remotes) and CMRS switches which subtend the tandem to which the connection is made except as provided for in Section 3.3 of this Article V.
- 5.4.2 End Office Interconnection calling scope (originating and terminating) is only to the end office and its remotes to which the connection is made.

## 6. Number Resources.

### 6.1 Number Assignment.

Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact a Party's right to employ or to request and be assigned any NANP number resources, including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by either Party shall be made directly to the NANP Number Plan Administrator. The Parties agree that disputes arising from numbering assignment shall be decided by the NANP Number Plan Administrator. A Party shall not request number resources to be assigned to the other Party's NEFCOM switching entity except in connection with resold services.

6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

### 6.2 Rate Centers.

The Parties will abide by state and federal requirements relating to numbering issues, including but not limited to rate center assignments. Each Party will honor the rate center assignments of the other Party for retail rating purposes.

### 6.3 Routing Points.

The Parties will abide by state and federal requirements relating to numbering issues, including but not limited to routing point designations.

### 6.4 Code Administration.

The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.

### 6.5 Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

### 6.6 Dialing Parity.

Each Party will provide Dialing Parity in accordance with 47 C.F.R. §§ 51.205, 51.207 and 51.209 and §§ 153(15) and 251(b)(3) of the Act.

## 7. Number Portability (NP).

### 7.1 Local Number Portability (LNP) Upon a Written BFR Request for LNP.

7.1.1 LNP shall only be provided in response to a BFR. The Parties agree that they shall develop and deploy LNP in accordance with the Act, such binding FCC and State mandates, and industry standards, as may be applicable. If, at the time of the LNP BFR, LNP is not currently available, INP, described in Section 8.2, shall be provided until conversion under Section 8.1.2 is applicable.



7.1.2 The Parties agree that all INP accounts will be converted to LNP within a reasonable period of time after the conversion of both switches to commercially available LNP.

7.1.3 Rates for INP are set out in Appendix B attached to this Agreement.

7.1.4 The Parties will jointly plan for LNP implementation.

## 7.2 Interim Number Portability (INP).

INP shall only be provided until LNP becomes commercially available for the given switches and conversion to LNP occurs under Section 8.1.2. Each Party shall provide the other Party with service provider number portability as an INP option for the purpose of allowing customers to change service without changing their telephone number. The Parties shall provide service provider number portability to each other using remote call forwarding (RCF) and/or direct inward dialing (DID). The requesting Party will provide "forward to" telephone number that is within the same rate center.

7.2.1 New requests for INP will not be allowed in a switch once LNP has been deployed in that switch.

7.2.2 If a Party wishes to use Direct Inward Dialing (DID) to provide INP to its customers, a dedicated trunk group is required between the end office where the DID numbers are served into the other Party's switch. If there are no existing facilities between the Parties, the dedicated facilities and transport trunks will be provisioned using the ASR provisioning process. The requesting Party will reroute the DID numbers to the pre-positioned trunk group using a Local Service Request (LSR).

## 8. Meet-Point Billing (MPB).

### 8.1 Meet-Point Arrangements.

8.1.1 The Parties may mutually establish MPB arrangements in order to provide Switched Access Services to IXCs via a tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein and as described in Section 8.2 for interim portability.

8.1.2 Except in instances of capacity limitations, NEFCOM shall permit and enable SSI to sub-tend the NEFCOM tandem(s) nearest to the SSI Rating Point(s) associated with the NPA/NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given tandem, SSI shall be allowed to subtend the next-nearest NEFCOM tandem in which sufficient capacity is available.

8.1.3 Interconnection for the MPB arrangement shall occur at the interconnection point.

8.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the NEFCOM access tandem switch.

8.1.5 SSI and NEFCOM will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or

provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

- 8.1.6 As detailed in the MECAB document, SSI and NEFCOM will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill IXCs for Switched Access Services traffic jointly handled by SSI and NEFCOM via the meet-point arrangement. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.
- 8.1.7 SSI and NEFCOM shall work cooperatively to coordinate rendering of Meet-Point bills to IXCs, and shall reciprocally provide each other usage data and related information at the appropriate charge.

## 8.2 Compensation.

- 8.2.1 Initially, billing to IXCs for the Switched Access Services jointly provided by SSI and NEFCOM via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at the appropriate tariff, or price list.
- 8.2.2 Subsequently, SSI and NEFCOM may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by SSI and NEFCOM via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

## 9. Common Channel Signaling.

### 9.1 Service Description

The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

### 9.2 Signaling Parameters.

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, *etc.* Also included are all parameters relating to network signaling information, such as Carrier

Information Parameter (CIP), wherever such information is needed for call routing or billing and is available.

9.3 Privacy Indicators.

Each Party will honor all privacy indicators as required under applicable law.

9.4 Connection Through Signal Transfer Point (STP).

SSI may interconnect with NEFCOM STP(s), if such exist, serving the LATA in which the traffic exchange trunk groups are interconnected.

9.5 Third Party Signaling Providers.

SSI may choose a third-party SS7 signaling provider.

9.6 Multi-Frequency Signaling.

In the case where CCS is not available, in band Multi-Frequency (MF), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

10. Network Management Controls.

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other customers. Each Party shall maintain the capability of respectively implementing standard protective controls.

## ARTICLE VI RESALE OF SERVICES

### 1. General.

The purpose of this Article VI is to define the services and related vertical features and other telecommunications services (collectively referred to for purposes of this Article VI as the "Services") that may be purchased from NEFCOM and resold by SSI and the terms and conditions applicable to such resold Services. NEFCOM will make available to SSI for resale any Service that NEFCOM currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by this Article VI, below.

### 2. Terms and Conditions.

#### 2.1 Restrictions on Resale.

All resold services shall be provided to SSI under applicable NEFCOM tariff terms and conditions. The following restrictions shall apply to the resale of retail services by SSI.

2.1.1 SSI shall not resell to one class of customers a Service that is offered by NEFCOM only to another class of customers in accordance with State requirements (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).

2.1.2 SSI shall not resell lifeline services or other means-tested service offerings unless authorized or required by State or other regulatory law. If such authorization or requirement is applicable, the following additional provisions shall apply:

SSI shall not resell Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from NEFCOM. SSI shall take those actions required by applicable law to determine the eligibility of SSI's customers to purchase such service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by applicable law. SSI shall indemnify NEFCOM from any claims resulting from SSI's failure to take such actions. Further, SSI shall, on a monthly basis, self-certify to NEFCOM the customers that are being provided any of the above services. Failure to certify such subscribers will result in the immediate billing of non-discounted rates.

2.1.3 SSI shall not resell promotional offerings of ninety (90) days or less in duration. NEFCOM will apply the Avoided Cost Discount to the ordinary rate for a retail service rather than the special promotional rate.

#### 2.2 No Avoidable Cost Discount on the Resale of Some Retail Services.

2.2.1 The Avoided Cost Discount specified in Section 5.3 of Article VI herein shall not apply to the following retail services:

2.2.1.2 SSI may resell COCOT coin or coinless line; however, no Avoided Cost Discount applies.

2.2.1.3 SSI may resell special access services, other than DSL; however, no Avoided Cost Discount applies. DSL service resale shall be subject to the Avoided Cost Discount.

2.2.2 The Avoided Cost Discount specified in Section 5.3.1 shall apply to all other services available for resale, and they are described in Sections 5.1 and 5.2, of Article VI.

### 2.3 Volume, Term and Other Discounts on Resold Services.

SSI may resell services that are provided at a volume, term, customer specific, individual case basis or other discount in accordance with terms and conditions of applicable tariff. SSI may aggregate customer lines and/or traffic in order to qualify for a volume, term or other discount. The volume, term or other discount shall be applied to the price first, followed by the Avoided Cost Discount.

### 2.4 Resale to Other Carriers.

Services available for resale may not be used by SSI to provide access to the local network as an alternative to tariffed switched and special access by IXCs.

## 3. Ordering and Billing.

### 3.1 Service Ordering, Service Provisioning, and Billing.

Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by use of industry standard methods, procedures and forms.

### 3.2 Local Service Request.

Orders for resale of services will be placed utilizing standard LSR forms. NEFCOM will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite customer information as described in the Guide) must be provided by SSI before a request can be processed.

3.2.1 NEFCOM will accept orders for As-Is Transfer (AIT) of services from NEFCOM to SSI where NEFCOM is the customer's current local exchange company. NEFCOM cannot provide an AIT of service from one reselling NEFCOM's services to another reseller. In such cases the reseller acquiring the customer must obtain the services directly from NEFCOM.

3.2.2 SSI will be the customer of record for all services purchased from NEFCOM. Except as specified herein, NEFCOM will take orders from, bill and expect payment from SSI for all Services ordered.

### 3.3 Certificate of Operating Authority.

When ordering, SSI must represent and warrant to NEFCOM that it is a certified provider of Telephone Exchange Service in the State. SSI will provide a copy of its Certificate of Operating Authority or other evidence of its status to NEFCOM upon request.

3.4 Nonrecurring Charges.

SSI shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resold Services. The Avoided Cost Discount applies to nonrecurring charges.

3.5 Transfers Between SSI and Another Reseller of NEFCOM Services.

When SSI has obtained a customer from another reseller of NEFCOM services, SSI will inform NEFCOM of the transfer by submitting standard LSR forms to NEFCOM.

3.6 Local Calling Detail.

Except for those Services and in those areas where measured rate local service is available to customers, monthly billing to SSI does not include local calling detail. However, SSI may request and NEFCOM shall consider developing the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.

3.7 Originating Line Number Screening (OLNS).

Upon request and when NEFCOM is technically able to provide and bill the Service, NEFCOM will update the database to provide OLNS which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

4. Maintenance.

4.1 Maintenance, Testing and Repair.

NEFCOM will provide repair and maintenance services to SSI and its customers for resold Services in accordance with the same standards and charges used for such Services provided to NEFCOM customers. NEFCOM will not initiate a maintenance call or take action in response to a trouble report from a SSI customer until such time as trouble is reported to NEFCOM by SSI. SSI must provide to NEFCOM all customer information necessary for the installation, repair and servicing of any facilities used for resold Services.

5. Services Available for Resale.

5.1 Description of Local Exchange Services Available for Resale.

- (a) Resold basic exchange service includes, but is not limited to, the following elements: Voice Grade Local Exchange Access Line - includes a telephone number and dial tone:
  - (i) Access to IXCs. SSI must have agreement directly with Interexchange carriers for presubscribed or Casual usage non-Local Traffic. NEFCOM has no ordering, bill or collection obligations in connection therewith, and SSI assumes full responsibility for such obligations.
  - (ii) E-911 Emergency Dialing,
  - (iii) Access to Service Access Codes – e.g., 800, 888, 900,

- (iv) Listing of telephone number in an appropriate "white pages" directory.
  - (v) Copy of "White Pages" and "Yellow Pages" directories for the appropriate NEFCOM service area, and
  - (vi) IntraLATA toll minus the Avoided Cost Discount if NEFCOM is the primary toll service provider.
- (b) Local Calling - at local usage measured rates minus the Avoided Cost Discount if applicable to the customer;
  - (c) Customer Private Line Services, minus the Avoided Cost Discount.
  - (d) ISDN BRI and ISDN PRI, minus the Avoided Cost Discount.

## 5.2 Other Services Available for Resale.

Any new Telecommunication services that NEFCOM offers in such tariffs to customers who are not telecommunications carriers will also be available to SSI for resale under the same terms and conditions contained in this Agreement.

5.2.1 Promotional Services. NEFCOM shall make available for resale those promotional offerings that are greater than ninety (90) days in duration, and the special promotional rate will be subject to the applicable Avoided Cost Discount.

## 5.3 Rates.

The prices charged to SSI for resold services shall be calculated as follows:

5.3.1 The Avoided Cost Discount as shown in Appendix C shall apply to all retail services except those services listed in Section 2.2 herein.

5.3.2 The Avoided Cost Discount dollar amount calculated under Section 5.3.1 above will be deducted from the retail rate.

5.3.3 The rate resulting from the computations in Sections 5.3.1 and 5.3.2 is the resale rate.

## 5.4 Grandfathered Services.

Services identified in NEFCOM tariffs as grandfathered in any manner are available for resale only to customers that already have such grandfathered service. An existing customer may not move a grandfathered service to a new service location. Grandfathered Services are subject to the Avoided Cost Discount.

## 5.5 Access Charges.

NEFCOM retains all switched access revenue due from IXC's for access to NEFCOM facilities resold by SSI pursuant to this Article.

## 6. Responsibility for Miscellaneous Charges by SSI's Customer.

SSI shall be responsible for the payment of any and all charges incurred by SSI's customer from using the following types of services, where SSI has not requested blocking of said services or where blocking of said services is not available:

- (a) Casual use charges; and,
- (b) CLASS features charges.



## ARTICLE VII

### ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS.

#### 1. Misdirected Calls

The Parties will employ the following procedures for handling any misdirected calls (*e.g.*, Business office, repair bureau, etc.):

- 1.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 1.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the customer the correct contact number.

In responding to misdirected calls, neither Party shall make disparaging remarks about the other, nor shall they use these calls as a basis for internal referrals or to solicit customers or to market services.

#### 2. 911 and E-911 Arrangements.

- 2.1 Definition. Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.
- 2.2 Basic 911 Service Provisioning.

NEFCOM will provide to SSI a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. SSI will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by NEFCOM. SSI will route that call to NEFCOM at the appropriate tandem or end office. When a municipality converts to E911 service, SSI will begin using E911 procedures.

- 2.3 E-911 Service Provisioning.

SSI shall install a minimum of two dedicated trunks originating from the SSI switch and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses as well as other AC signals shall be encoded per the u-255 Law convention. SSI will provide NEFCOM daily updates to the E911 database. SSI will forward 911 calls to the appropriate E911 tandem along with ANI based upon the

current E911 end office to tandem homing arrangement as provided by NEFCOM. If the E911 tandem trunks are not available, SSI will route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over NEFCOM's interoffice network and will carry the ANI of the calling party. SSI shall be responsible for providing NEFCOM with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

#### 2.4 Rates.

Charges for 911/E911 service are borne by the municipality purchasing the service. NEFCOM will impose no charge on SSI for 911/E911, including but not limited to any required trunking to the selective router or 911 Tandem.

#### 2.5 Parity.

Basic 911 and E911 functions provided to SSI shall be at least at parity with the support and services that NEFCOM provides to its end users for such similar functionality.

#### 2.6 Practices and Procedures.

The detailed practices and procedures for 911/E911 services are set forth below:

SSI may, at its option, interconnect to the NEFCOM 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which SSI provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points (PSAP). In such situations, NEFCOM will provide SSI with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, SSI and NEFCOM will negotiate arrangements to connect SSI to the 911 service in accordance with applicable state law.

Path and route diverse interconnections for 911-E-911 shall be made at the technically feasible Point of Interconnection on NEFCOM's network at which the Parties interconnect, or other points as necessary and mutually agreed, and as required by law or regulation.

Within thirty (30) days of its receipt of a complete and accurate request from SSI, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, NEFCOM will provide SSI, where NEFCOM offers 911 service, with the following:

A file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where SSI is providing, or represents to NEFCOM that it intends to provide within sixty (60) days of SSI's request, Telephone Exchange Service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis;

A list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which SSI plans to offer Telephone Exchange Service:

A list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable;

A list of NEFCOM personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable;

Any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;

Prompt return of any SSI 911/E-911 data entry files containing errors, so that SSI may ensure the accuracy of the Customer records.

3. 900-976 Call Blocking

NEFCOM shall not unilaterally block 900-976 traffic in which NEFCOM performs switching associated with resale. NEFCOM will block 900-976 traffic when requested to do so, in writing, by SSI. SSI shall be responsible for all costs and liabilities associated with the 900-976 call blocking request. NEFCOM reserves the right to block any and all calls, which may harm or damage its network.

4. Telephone Relay Service.

Local and intraLATA Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. With respect to resold services, SSI's customers will have access to the state authorized TRS provider to the extent required by the State Commission.

5. Directory Listings and Directory Distribution

Directory listings and directory distribution services will be provided by NEFCOM for SSI's customers without charge. NEFCOM will provide directory listings and directory distribution services for all of SSI's customers whose names, addresses and phone numbers are provided to NEFCOM on an annual date specified by NEFCOM. Such date must be communicated to SSI in writing no less than four months prior to the specified date. In consideration of its agreement to publish SSI's customer listings without charge, NEFCOM will obtain the right to use SSI's customer listings without charge in its directory listings.

6. Busy Line Verification and Busy Line Verification Interrupt.

Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective customers. Each Party shall route BLV and BLVI inquiries over separate inward OS trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the customer initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in their respective tariffs.

**ARTICLE VIII**  
**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, each Party has executed this Agreement to be effective in accordance with Article III Section 35.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**  
**RATES AND CHARGES FOR TRANSIT, TRANSPORT AND TERMINATION OF**  
**TRAFFIC**

- A. The Tandem Transiting Charge will be: = **\$NEED**
- B. Initial Factors:
1. PIU TBD%
  2. Initial Proportionate Share Factor TBD%

**TBD Inter-carrier Compensation Rate.**

In the event the criteria in Paragraph 3.2.2 regarding results of a traffic study are met, the Parties shall meet and confer to establish an inter-carrier compensation rate that shall be the same for Reciprocal Compensation Traffic and Information Access Traffic. If the Parties are unable to reach agreement on a rate for such item, an interim rate shall be set for such item that is equal to the price for the nearest analogous item for which a rate has been established. Any interim rate so set shall be subject to modification by any subsequent decision of the Commission. If an interim rate is different from the rate subsequently established by the Commission, the Parties shall refund such resulting overpayments or pay such resulting additional amounts caused by the difference between the interim rate and the Commission-established rate.

**APPENDIX B****RATES AND CHARGES FOR NUMBER PORTABILITY**

General. The rates contained in this Appendix B are as defined in Article V, Section 7, and are subject to change resulting from future Commission or other proceedings.

**Interim Number Portability****NEED PROPOSED PRICES**

Remote Call Forwarding (line/month)

\$ \_.

**Non-Recurring Charges (NRCs) for Interim Number Portability**

## Pre-ordering

CLEC Account Establishment Per CLEC

\$ \_\_\_\_

As defined in Article V, Section 3.2.3, the Party providing the ported number will pay the other Party the following rate per line per month for each ported business line and the rate per line per month for each ported residential line for the sharing of Access Charges on calls to ported numbers.

Business Rate Per Line Per Month:

\$ NEED AMOUNT

Residential Rate Per Line Per Month:

\$ NEED AMOUNT

**APPENDIX C****SERVICES AVAILABLE FOR RESALE**

General. The rates for resold services described in Article VI, Section 5.2 are based upon an avoided cost discount from NEFCOM's retail rates as provided in Article VI, Section 5.3.1 of the Agreement. The Avoided Cost Discount is subject to change resulting from future Commission or other proceedings.

**The State Avoided Cost Discount is 12.68%.**

Non-Recurring Charges (NRCs) for Resale Services:

NRCs will be charged from the appropriate retail tariff, minus the Avoided Cost Discount.