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**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Neutral Tandem, Inc. and) Docket No. 070408-TP
Neutral Tandem-Florida, LLC)
for Resolution of Interconnection Dispute)
with Level 3 Communications and Request)
for Expedited Resolution)

**NEUTRAL TANDEM’S RESPONSES AND OBJECTIONS
TO THE COMMISSION STAFF’S FIRST SET OF DOCUMENT REQUESTS.**

Pursuant to Rule 1.350 of the Florida Rules of Civil Procedure and Rule 28-106.206, Florida Administrative Code, Neutral Tandem, Inc. and Neutral Tandem-Florida, LLC (together “Neutral Tandem”) hereby responds to Staff’s first request for production of documents, as follows:

GENERAL OBJECTIONS AND LIMITATIONS

A. Neutral Tandem objects to each and every document request to the extent it is unduly burdensome, vague, ambiguous, overbroad, and/or lacking in the specificity required by the Florida Rules of Civil Procedure, and/or seeks information not reasonably calculated to lead to the admission of discoverable evidence.

CMP / B. Neutral Tandem objects to each and every document request to the extent it seeks
COM information protected by the attorney-client privilege, the work product doctrine, and any other
CTR applicable privilege or immunity.

ECR
GCL C. Neutral Tandem reserves the right to revise and supplement these responses
OPC because discovery in this matter is ongoing and has not been completed.

RCA
SCR
SGA
SEC
OTH

DOCUMENTS REQUESTED

1. Please provide the February 2, 2004, contract between Broadwing and Neutral Tandem relating to the exchange of traffic and associated compensation between the two parties.

Answer: Subject to and without waiving its objections, Neutral Tandem will produce the February 2, 2004 contract between Broadwing and Neutral Tandem relating to the exchange of traffic and associated compensation between the two parties.

2. Please provide the August 18, 2005, contract between Neutral Tandem and Level 3 relating to traffic originated by Level 3 for transiting to other carriers.

Answer: Subject to and without waiving its objections, Neutral Tandem will produce the August 18, 2005, contract between Neutral Tandem and Level 3 relating to traffic originated by Level 3 for transiting to other carriers.

3. Please provide the January 31, 2007, amendment to the August 18, 2005, contract between Neutral Tandem and Level 3.

Answer: Subject to and without waiving its objections, Neutral Tandem will produce the January 31, 2007, amendment to the August 18, 2005, contract between Neutral Tandem and Level 3.

4. Please provide all supporting documents, including calculations, workpapers, and source documents supporting the interim compensation rate Neutral Tandem believes should be imposed on Level 3, if an interim compensation rate is imposed on Neutral Tandem.

Answer: Subject to and without waiving its objections, Neutral Tandem respectfully refers Staff to its response to Interrogatory No. 8.

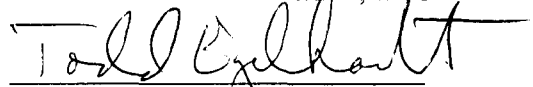
5. Please provide all documents, including workpapers and source documents that support the \$50,000 letter of credit and the adequacy thereof.

Answer: Subject to and without waiving its objections, Neutral Tandem respectfully refers Staff to its response to Interrogatory No. 11.

Respectfully submitted,

NEUTRAL TANDEM, INC. and
NEUTRAL TANDEM-FLORIDA, LLC

By:



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(312) 222-9350
jharrington@jenner.com

This MASTER SERVICE AGREEMENT (the "Agreement") is entered into on FFB 2, 2004, by and between Neutral Tandem, Inc. (together with its affiliates providing services, "Carrier"), a Delaware corporation with its principal place of business located at 2 North LaSalle Street Suite 1615, Chicago, IL 60602 and Focal Communications Corporation, a Delaware corporation with its principal place of business located at 200 North LaSalle Street, Chicago, Illinois 60601 ("Customer"). For purposes of this Agreement, Carrier and Customer are referred to individually as a "Party" and collectively as the "Parties". Customer is responsible for the usage of its affiliates.

Services

Carrier will provide transit and access services to Customer under this Agreement. Carrier agrees to provide those services set forth herein in accordance with these terms and conditions and the Service Description and Pricing Attachment attached hereto ("Pricing Attachment"). Customer acknowledges and agrees that the services shall be offered by Carrier subject to: (i) compliance with all applicable laws and regulations; (ii) any applicable tariffs ("Tariff"); and (iii) obtaining any required or advisable authorizations.

Term

The term of this Agreement shall be for two (2) years and will automatically renew for successive one year periods, unless terminated by written notice by either party no less than 30 days prior to the end of the initial term or any renewal term. Notwithstanding the above, either Party may terminate this agreement upon thirty (30) days' written notice to the other Party.

Rates and Rate Guarantees

The initial rates provided to Customer are set forth in the Pricing Attachment. The monthly recurring transit and access rates set forth in the Pricing Attachment will not increase during the initial term of the Agreement. For periods thereafter, Carrier may increase rates only upon giving Customer written notice of such increase prior to the end of the initial term or any renewal thereof.

Cancellation/Default

Carrier may, without notice, discontinue service or cancel an application for services without any liability for any of the following reasons: (a) non-payment by Customer that is not corrected within 10 days' of receiving written notice, or the failure to comply with any other material term or condition that is not corrected within 30 days' of receiving written notice; (b) a violation by Customer of any law, rule or regulation of any governing authority having jurisdiction over this service; (c) prohibition against Carrier furnishing services by court or government authority having jurisdiction over this service; (d) for usage by customer beyond the credit limit, if any, and Customer fails to provide within 5 days of receipt of written notice a security deposit in an amount requested by Carrier in its sole discretion; (e) if Customer provides false or misleading credit information; or, (f) if Carrier determines that the Customer has manipulated, changed, or in anyway modified traffic line records, including the Calling Party Number (CPN) or Automatic Number Identification (ANI).

Payment and Billing

Customer shall make all payments due in United States Dollars within thirty calendar days of the date of Carrier's invoice ("Due Date"). If any undisputed amount due under this Agreement is not received by the Due Date, in addition to its other remedies available

hereunder, Carrier may in its sole discretion: (a) impose a late payment charge of the lower of 1.5% per month or the highest rate legally permissible (such late charge shall be payable upon demand by Carrier); and/or (b) require the delivery of a security deposit, as a condition of the continued availability of the services. Customer hereby authorizes Carrier to make any investigations of credit worthiness of Customer that Carrier deems necessary. The charges set forth in the Pricing Attachment do not include any taxes or governmental charges. Customer will pay all these additional amounts, except to the extent a valid exemption certificate is provided to Carrier.

Customer Obligations

Customer agrees that it will (a) prepare Customer site for and accept delivery of any equipment before the requested service start date; (b) provide reasonable access for Carrier to install, maintain, or remove any equipment; (c) not resell Carrier service in any manner without prior written consent; (d) allow Carrier to share necessary Customer information with other customers for the sole purpose of providing service; (e) use Carrier service in accordance with all applicable laws and regulations; (f) add additional facilities to sufficiently trunk the network for traffic volumes based upon quarterly forecasts provided to Customer by Carrier; (g) only originate to Carrier local transit and switched access traffic ("Authorized Traffic") and not originate 911, 411, 976, 311, 611, 500, 950, 700, Directory Assistance, or 0+ local traffic and any other traffic type mutually agreed upon in the future ("Unauthorized Traffic"); (h) not change, manipulate, or in any way modify traffic line records, including the CPN or ANI; and (i) accept terminating traffic from Carrier, subject to the terms herein. Carrier will not accept or be liable for the transmission of Unauthorized Traffic. Customer will indemnify Carrier against any and all charges levied by any third party telecommunications carrier, including any termination charges related to Customer traffic and any attorney's fees and expenses. Customer and Carrier will bill their respective portions of applicable charges directly to originating carrier, and neither the Customer nor Carrier will be required to function as a billing intermediary, e.g. clearinghouse. Customer agrees not to charge Carrier for interconnection associated with this service, including port cost, termination charges, or installation fees, or for any third-party originated or terminated traffic sent between Customer and Carrier.

Customer agrees to keep this Agreement and the Pricing Attachment confidential and not to disclose the pricing or other terms to any third party, unless mandated by a court order or otherwise required by law or to enforce this Agreement.

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Disputes

If notice of a dispute as to charges is not received in writing, by Carrier, within ninety (90) days after the date of invoice, such invoice shall be deemed to be correct and binding upon Customer. If Customer disputes any portion of a Carrier invoice, Customer must timely pay the undisputed portion of the invoice.

Changes

No changes or modification to these terms and conditions shall be effective unless agreed to by duly authorized officers of Carrier and Customer either by initials or by proper amendment.

DISCLAIMER OF LIABILITY.

EXCEPT FOR EITHER PARTY'S OBLIGATION TO INDEMNIFY THE OTHER PARTY, NEITHER PARTY, NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY, INCLUDING THEIR OWN CUSTOMERS OR END USERS, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER PECUNIARY LOSS, ARISING IN ANY WAY OUT OF OR UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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DISCLAIMER OF WARRANTIES. CARRIER MAKES NO WARRANTY TO CUSTOMER, OR TO ITS OWN CUSTOMERS, END USERS, OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT OR QUIET POSSESSION, OR CORRESPONDENCE TO DESCRIPTION WITH RESPECT TO THE SERVICES AND ANYTHING PROVIDED OR USED UNDER, OR AS A RESULT OF, THIS AGREEMENT.

No License

No licenses will be deemed to have been granted hereunder to any intellectual property rights, except as otherwise expressly authorized in this Agreement.

Independent Contractor

The Parties are separate and independent legal entities, and independent contractors as to each other. Nothing contained in this Agreement shall be deemed to constitute either Party an agent, representative, partner, joint venturer or employee of the other Party for any purpose.

Assignment

Neither Party may assign or otherwise transfer all or a portion of its rights or obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed, except that either Party may assign this Agreement without consent to any affiliate or any party acquiring substantially all the assets of the Party. Notwithstanding the foregoing, Customer's attempted assignment to an affiliate or a purchaser will be void if such party is not creditworthy.

Notice

All notices required under this Agreement shall be given in writing and either hand delivered or delivered by a nationally recognized overnight courier, postage paid, to the addresses set forth:

Neutral Tandem, Inc.
Two North LaSalle Street, Suite 1615
Chicago, IL 60602
Attn: Legal Department

Focal Communications Corporation
200 North LaSalle Street, Suite 1100
Chicago, IL 60601
Attn: Director - Regulatory Affairs

Notices will be deemed received on the date of hand delivery or one day after being deposited with a nationally recognized overnight courier, postage paid.

Miscellaneous

If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall be ineffective only to the extent of such invalidity, without affecting the remaining parts of the provision or the remaining provisions of this Agreement. The Parties agree to negotiate any such invalid or unenforceable provision to the extent necessary to render such part valid and enforceable. If Carrier makes any changes to the Tariff that affects Customer in a material and adverse manner, Customer, as its sole remedy, may discontinue the affected service without liability by providing Carrier with written notice of discontinuance within sixty (60) days of such change and by paying all charges incurred up to the time of service discontinuance. The Parties agree that this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Illinois without regard to choice of law principles. The Tariff is available at: www.neutraltandem.com. The failure of either party to give notice of default or to enforce or insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of the default or of any term or condition of this Agreement. This Agreement comprises the complete and exclusive statement of the agreement of the parties and supersedes all previous statements, representations, and agreements, oral or written, concerning the subject matter hereof.

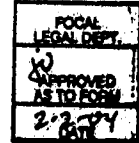
IN WITNESS WHEREOF, the parties hereto have duly executed this Master Service Agreement as of the day, month, and year last set forth below.

Neutral Tandem, Inc.:

Signature: David A. Lopez
Name: DAVID A LOPEZ
Title: VP of Sales
Date: 2/2/04

Customer:

Signature: M JBY SINDER
Name: CFO
Title: FEBRUARY 2, 2004
Date:



Neutral Tandem
Service Description and Pricing Attachment Sheet

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**Neutral Tandem
Service Description and Pricing Attachment Sheet**

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This MASTER SERVICE AGREEMENT (the "Agreement") is entered into on 11/10, 2005, by and between Neutral Tandem, Inc. (together with its affiliates providing Services, "Carrier"), a Delaware corporation with its principal place of business located at 1 South Wacker Drive Suite 200, Chicago, IL 60606 and Level 3 Communications, LLC, a Delaware limited liability company with its principal place of business located at 1025 Eldorado Boulevard, Broomfield, CO 80021 (together with its affiliates, "Customer"). For purposes of this Agreement, Carrier and Customer are referred to individually as a "Party" and collectively as the "Parties". Customer is responsible for the usage of its affiliates.

Services

Carrier will provide termination of voice traffic to authorized on-net carriers for Customer under this Agreement ("Services"). Carrier agrees to provide those Services set forth herein in accordance with these terms and conditions and any Service Order attached hereto. Customer acknowledges and agrees that the Services shall be offered by Carrier subject to: (i) compliance with all applicable laws and regulations; (ii) the General Regulations contained in Carrier's intrastate transit tariffs ("Tariff"); and (iii) any regulatory authorizations.

Term

The term of this Agreement shall be for one (1) year and will automatically renew for successive one year periods, unless terminated by written notice by either party no less than 30 days prior to the end of the initial term or any renewal term.

Rates

The initial rates provided to Customer are set forth in the applicable attached Service Order. As the parties agree to additional Services Orders to cover new markets or new services, they will be attached hereto and incorporated herein. Carrier reserves the right to adjust its rates at any time upon thirty (30) calendar days' prior written notice, and Customer's continued use of Service constitutes acceptance of the adjusted rates; however, upon receipt of such notice Customer may terminate the affected Service Orders without termination liability by delivering written notice of termination to Carrier no later than thirty (30) days after the effective date of the rate adjustment. Any rate changes will be sent by Carrier in such format as may be requested by Customer.

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Cancellation/Default

If (i) either party makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy or other insolvency protection against either party is filed and not dismissed within sixty (60) days; or (iii) either party fails to observe and perform any material term of this Agreement and such failure continues for a period of thirty (30) days after written notice from the other party; then: (A) delivery of Service may be discontinued and this Agreement and/or any Service Order, in whole or in part, may be terminated, in which event the parties shall have no further duties or obligations hereunder, and

the non-defaulting party may pursue any remedies it may have under this Agreement, at law or in equity.

Payment and Billing

Customer shall make all payments due in United States Dollars within thirty calendar days of the date Carrier invoice is received ("Due Date"). If any undisputed amount due under this Agreement is not received by the Due Date, in addition to its other remedies available hereunder, Carrier may in its sole discretion: (a) impose a late payment charge of the lower of per month or the highest rate legally permissible. Customer hereby authorizes Carrier to make any investigations of credit worthiness of Customer that Carrier deems necessary. The charges set forth in any Service Order do not include any taxes or governmental charges. Customer will pay all these additional amounts, except to the extent a valid exemption certificate is provided to Carrier.

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Invoice Format

Carrier invoice format will be in both electronic and hard copy format containing at a minimum, a summary usage page by LATA/OCN with invoiced rates. Upon the request of Customer, Carrier will provide originating call detail records for the requested month.

Failure to Invoice

Except for Applicable Taxes due, if Carrier fails to invoice Customer as set forth above within ninety (90) days of the end of the month in which Services were provisioned, Customer shall not be obligated to pay Carrier for said Service and Carrier shall forfeit the right to invoice Customer for such Service.

Customer Obligations

Customer agrees that it will: (a) not wholesale Carrier service as a stand alone wireless termination product in any manner without prior written consent, which will not be unreasonably withheld; (b) allow Carrier with prior Customer written consent to share with on-net carriers Customer information limited to the CLI codes of Customer's switches that are connected to Carrier's network and/or traffic utilization statistics from these switches to the on-net carriers for the sole purpose of providing Services; (c) use Carrier service in accordance with all applicable laws and regulations; (d) terminate only authorized traffic to on-net LATA/OCNs as provided by Carrier ("Authorized On-Net Carriers") and shall not terminate non-authorized LATA/OCN traffic through Carrier, including, but not limited to: 911, 411, 976, 311, 611, 500, 950, 700, Directory Assistance, 0+ local, or any other call type not listed as authorized on-net traffic; and (e) not change, manipulate, or in any way modify traffic line records, including the CPNI or ANI ("Record Changes"), and that it will use commercially reasonable efforts to ensure that its agreements with future customers will prohibit such customers from making Record Changes.

Customer agrees not to charge Carrier for interconnection associated with this service, including port cost, termination charges, or installation fees, or for any third-party originated or terminated traffic sent between Customer and Carrier.

Customer agrees to keep this Agreement together any Service Orders confidential and not to disclose the pricing or other terms to any third party.

Customer agrees either to provide Carrier with a resale tax exemption certificate or to certify to Carrier PIU information for interstate, intrastate, and international traffic. Customer shall update the PIU information as necessary to ensure that it at all times accurately reflects the nature of Customer's traffic delivered to Carrier for termination hereunder.

Interstate Traffic:	80%
Intrastate Traffic:	15%
International Traffic:	5%

Carrier may require Customer to provide, upon notice, information relating to or supporting the PIU certification; including, (a) a written description of Customer's methodology for calculating PIU, and/or (b) data supporting PIU certification related to Customer's terminated traffic (e.g., call detail records, showing called number, call duration, trunk group numbers, and the point at which the call enters Customer's network).

Authorized On-Net Carriers agree not to charge Customer for interconnection and termination associated with this service, including port cost, termination charges, or installation fees, except to the extent that compensation for such terminating traffic is already provided for in an agreement with the Authorized On-Net Carrier(s).

Scheduled Maintenance. Scheduled maintenance of Carrier's network will not normally result in Service interruption or outage. However, in the event scheduled maintenance should require a Service interruption or outage, Carrier will exercise commercially reasonable efforts to (i) provide Customer with business days' prior written notice of such scheduled maintenance, (ii) work with Customer in good faith to attempt to minimize any disruption in Customer's services that may be caused by such scheduled maintenance, and (iii) perform such scheduled maintenance during the non-peak hours of 12:00 a.m. (midnight) until 6:00 a.m. local time.

Service Levels.

Carrier provides specific remedies regarding installation and performance of Service set forth in attached Exhibit A, as such Exhibit may hereafter be amended from time to time ("Service Levels").

Carrier will exercise commercially reasonable efforts to meet or exceed the Service Levels. Service Levels shall be calculated as described Exhibit A.

In the event of performance problems, Customer shall refer to Carrier's technical contacts and escalation list as set forth on the attached Exhibit B. In the event Customer notifies Carrier of a performance problem associated with the Service, Carrier will exercise commercially reasonable efforts to have a Carrier technician contact Customer and begin investigating the problem as soon as reasonably practicable following Customer's notification. In the event of a critical performance problem wherein Service is unavailable to Customer for certain routes or Customer experiences significant quality issues with the Service, Carrier will exercise commercially reasonable efforts to update Customer as to the status of the problem and resolution efforts on a regular basis until the problem has been resolved or a work around has been implemented.

In the event that Carrier is unable to or fails to meet any stated Service Level, then Customer's sole and exclusive remedy shall be to discontinue the delivery of traffic to Carrier and terminate this Agreement and/or any Service Order.

Monthly Performance Meetings. During the term of this Agreement and on mutually agreeable dates and times, each of Carrier and Customer agree to participate in monthly conference calls or physical meetings to review any performance issues relating to Customer's usage of the Service.

Obligation of Charges and Taxes

Customer agrees to pay Carrier any and all local exchange carrier assessed charges for off-net calling and any other federal, state, or local domestic or international governmental and regulatory taxes, charges, impositions, or assessments including but not limited to all sales, use, excise, gross receipts, privilege or other similar taxes and charges mandated or permitted by regulatory agencies, including but not limited to the Universal Service Fund (USF). If Customer is entitled to an exemption from any applicable taxes and charges, Customer is responsible for presenting Carrier with a valid exemption certificate and Carrier will give effect to any exemption certificate provided in accordance herewith.

Disputes

If Customer reasonably disputes any portion of a Carrier invoice, Customer must pay the undisputed portion of the invoice and submit written notice of the claim (in a form reasonably requested by Carrier) for the disputed amount. All claims must be submitted to Carrier in writing within ninety (90) days from the date the invoice is received for those Services. Customer waives the right to dispute any charges not disputed within such ninety (90) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in "Payment and Billing" paragraph above.

Representations and Warranties. Each party represents and warrants that it is in compliance with all applicable Federal, state, local or other laws applicable to such party and has obtained all applicable permits and licenses required of such party in connection with its obligations under this Agreement. Carrier represents and warrants that: (1) it will not route any domestic traffic under this Agreement (including traffic bound for Alaska and Hawaii, if any), other than on Carrier's network, to or through any point outside the United States; (2) it will not re-classify or re-originate traffic or take any other action to make traffic appear as if it is anything other than the type of traffic sent to it by Customer (including, without limitation, any attempt at making TDM originated traffic appear to be IP originated traffic); (3) it will not modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party; and (4) with respect to traffic that Customer delivers under this Agreement as TDM originated, it will not seek to avoid paying access charges based on claims that the traffic is enhanced. In the event Carrier uses other vendors to terminate Customer's TDM originated and terminated traffic, Carrier shall advise such other vendors that the traffic is TDM originated and terminated and that appropriate access charges must be paid for the same. Notwithstanding anything to the contrary, Customer shall not be obligated to indemnify, defend and hold harmless Carrier from any claims arising out of or relating to any breach of Carrier's

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representations under this paragraph and either Party shall indemnify, defend and hold harmless the other Party from and against all costs, expenses, losses, damages, claims and actions of any kind (including claims against the other Party by the other Party's customers) resulting from any violation of the terms of this paragraph.

DISCLAIMER OF LIABILITY.

NEITHER PARTY, NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY, INCLUDING THEIR OWN CUSTOMERS OR END USERS, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER PECUNIARY LOSS, ARISING IN ANY WAY OUT OF OR UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS LIMITING THE LIABILITY OF EITHER PARTY FOR PERSONAL INJURY OR DEATH RESULTING FROM THE GROSS NEGLIGENCE OF A PARTY OR ITS EMPLOYEES.

DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CARRIER MAKES NO WARRANTY TO CUSTOMER, OR TO ITS OWN CUSTOMERS, END USERS, OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT OR QUIET POSSESSION AND ANYTHING PROVIDED OR USED UNDER, OR AS A RESULT OF, THIS AGREEMENT.

Indemnification. Each party shall indemnify the other from any claims by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct.

Independent Contractor

The Parties are separate and independent legal entities, and independent contractors as to each other. Nothing contained in this Agreement shall be deemed to constitute either Party an agent, representative, partner, joint venturer or employee of the other Party for any purpose.

Assignment

Neither Party may assign or otherwise transfer all or a portion of its rights or obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed, except that either Party may assign this Agreement without consent to any affiliate or any party acquiring substantially all the assets of the Party.

Notice

Notices hereunder shall be deemed properly given when delivered, if delivered in person, or when sent via facsimile, overnight courier, or electronic mail (if an e-mail address is provided below), addressed as follows:

If to Level 3:

For billing inquiries/disputes:

Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, Colorado 80021
Attn: Director, Billing
Facsimile: (877) 460-9867
E-mail: billing@level3.com

For all other notices:

Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, Colorado 80021
Attn: VP, Global Metro Access Solutions
Facsimile: (720) 888-5047

With a copy to:

Level 3 Communications, LLC
1025 Eldorado Drive
Broomfield, Colorado 80021
Attn: General Counsel
Facsimile: (720) 888-5128

For rate changes and communications sent to Level-3:

E-mail:

Notification@level3.com

With a copy to:

Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, Colorado 80021
Attn: VP, Global Metro Access Solutions
Facsimile: (720) 888-5047

If to Neutral Tandem:

Neutral Tandem, Inc.
1 South Wacker Drive, Suite 200
Chicago, IL 60606
Attn: Legal Department
Facsimile: (312) 346-3276

With a copy to:

Neutral Tandem, Inc.
1 South Wacker Drive, Suite 200
Chicago, IL 60606
Attn: Operations
Facsimile: (312) 346-3276

or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Notwithstanding the foregoing, any notices delivered by one party to the other in the normal course of provisioning of Service hereunder shall be deemed properly given if delivered via any of the methods described above or via electronic mail to the address listed on any Service Order.

Changes in Law. Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based in part on the text of the Telecommunications Act of 1996 and the rules and regulations promulgated there under by the FCC and the Commission as of the Effective Date. In the event of (a) any legislative, regulatory, judicial or other legal action, or (b) any amendment to the Act or the enactment or amendment to any applicable FCC rule, including but not limited to the FCC's Common Carrier Docket No. 01-92, or (c) the enactment or amendment to any applicable Commission rule, Local Service Guideline, or Commission order or arbitration award purporting to apply the provisions of the Act, including any state public utility commission action, that in any case materially affects the ability of a Party to perform any material obligation under this Agreement (individually and collectively, a "Change in Law"), either Party may, on thirty (30) days' written notice to the other Party (delivered not later than thirty (30) days following the date on which the Change in Law has become legally binding), require that the affected provision(s) be renegotiated, or that new terms and conditions be added to this Agreement, if applicable, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that the new provisions shall not affect the validity of the remainder of this Agreement not so affected by the Change of Law. In the event such new provisions are not renegotiated within sixty (60) days after such notice, either Party may request that the Agreement be terminated without termination liability for either Party. In the event of such termination, each Party reserves its rights and remedies with respect to the collection of rates or charges different from those contained herein for all such future traffic terminated after the date of termination of this Agreement.

Regulatory Filing. The Parties acknowledge that as a contract for private carriage, this Agreement is normally not required to be filed with regulatory agencies, except that in certain states it may nonetheless be subject to filing with, and regulatory approval by, various state and/or federal agencies. Should such filing or approval be required from at any time, the Parties shall cooperate, to the extent reasonable and lawful, in providing such information as is necessary in connection with such filing or approval.

Amendments. Unless otherwise expressly permitted herein, this Agreement cannot be modified except in writing signed by a duly authorized officer of both Parties.

Publicity. Neither party shall have the right to use the other party's or its affiliates' trademarks, service marks or trade names or to otherwise refer to the other party in any marketing, promotional or advertising materials or activities. Neither party shall issue any publication or press release relating to any

contractual relationship between Carrier and Customer, except as may be required by law or agreed between the parties in writing.

Non-Disclosure. This Agreement and any information or documentation disclosed between the parties during the performance of this Agreement shall be subject to the terms and conditions of the applicable non-disclosure agreement then in effect between the parties.

Miscellaneous

If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall be ineffective only to the extent of such invalidity, without affecting the remaining parts of the provision or the remaining provisions of this Agreement. The Parties agree to negotiate any such invalid or unenforceable provision to the extent necessary to render such part valid and enforceable. If Carrier makes any changes to the Tariff that affects Customer in a material and adverse manner, including the addition of a surcharge as a result of regulatory action, Customer, as its sole remedy, may discontinue the affected Service without liability by providing Carrier with written notice of discontinuance within sixty (60) days of such change and by paying all charges incurred up to the time of Service discontinuance. The Parties agree that this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of New York without regard to choice of law principles. The Tariff is available at: www.neutraltandem.com. The failure of either party to give notice of default or to enforce or insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of the default or of any term or condition of this Agreement. This Agreement comprises the complete and exclusive statement of the agreement of the parties and supersedes all previous statements, representations, and agreements, oral or written, concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Master Service Agreement as of the day, month, and year last set forth below.

Neutral Tandem, Inc.:

Signature *John Barnicle*
Name JOHN BARNICLE
Title PRESIDENT
Date 8/22/05

Level 3 Communications, LLC:

Signature *Frank de Blasio*
Name FRANK DE BLASIO
Title VP - Access Mgt
Date 8/10/05

Neutral Tandem
Service Order - Pricing Attachment

IP Termination Service

Neutral Tandem IP Termination Service provides termination of TDM and VoIP traffic to authorized on-net carriers. VOIP traffic is traffic that originates and/or is transported on an IP basis. On-net carrier lists will be provided by Neutral Tandem and will be market specific. LNP dips will be performed for each un-dipped call to obtain LRN information. On-net calls are defined as any call terminating to an authorized on-net carrier as determined by the dialed number or LRN (if present). Off-net calls, any call whose DN or LRN (if present) is associated with an off-net carrier will either be sent to the terminating carrier or sent to treatment based on class of service screening. An average monthly minimum usage commitment of 150,000 minutes per T1 is required. Neutral Tandem may elect to turn down T1 ports that do not meet the minimum monthly average usage commitment.

Recurring Charges
(to be determined)

Non-Recurring Charges
waived

Customer Information

Signature

Name (Printed)

Title

Date

Neutral Tandem Initial:

Offer expires thirty (30) days from the date listed on the Service Order.

REDACTED

[Handwritten signature]
#3

EXHIBIT B

Technical Contacts and Escalation Procedures

[To be inserted]

4/3

Neutral Tandem
IP Termination Service

Level 3

REDACTED

Customer Information	
Signature <i>[Handwritten Signature]</i>	
Name (Printed) <i>[Handwritten Name]</i>	
Title <i>UP - Access Mgr</i>	Date <i>8/19/05</i>
Neutral Tandem Initial: <i>B</i>	

Offer expires thirty (30) days from the date listed on the Service Order

8/10/2005

Proprietary and Confidential

NTFL0013

FIRST AMENDMENT TO MASTER SERVICE AGREEMENT

This First Amendment to Master Service Agreement (the "Amendment") is made and entered into this 31st day of January, 2007 (the "First Amendment Effective Date"), by and between Neutral Tandem, Inc. ("Neutral Tandem") and Level 3 Communications, LLC ("Customer"). Neutral Tandem and Customer may each be referred to individually as "Party" and collectively as "Parties." Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

RECITALS:

A. WHEREAS, Neutral Tandem and Customer are parties to that certain Master Service Agreement dated August 18, 2005 (as supplemented or amended, the "Agreement");

B. WHEREAS, Neutral Tandem and Customer desire to modify and amend the Agreement pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the agreements, covenants and conditions herein contained, the Parties agree as follows:

1. The Agreement is hereby amended by adding Exhibit C, Service Description and Pricing Sheet, which is attached hereto and incorporated herein by this reference.

2. Any changes to the Agreement necessary to conform the Agreement to this Amendment are hereby deemed to be made. In all other respects not inconsistent with this Amendment, the terms of the Agreement not specifically or by necessary implication amended or modified by this Amendment, shall be and remain in full force and effect as modified hereby. This Amendment supersedes and replaces all prior and contemporaneous agreements, discussions and understandings, whether written or oral, concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment as of the First Amendment Effective Date.

NEUTRAL TANDEM, INC.

LEVEL 3 COMMUNICATIONS, LLC

By: [Signature]
Name: DAVID LOPEZ
Title: SUP of Sales

By: [Signature]
Name: METHEL A. P. LEVINS
Title: DIRECTOR, CARRIER RELATIONS

NTFL0014



01/31/07

**Neutral Tandem Inc.
Service Description and Pricing Sheet**

1. The services governed by this Service Description and Pricing Sheet shall be restricted to all transit services currently provided under the original MSA, and includes the following defined traffic exchanged between NTI and Level 3, pursuant to the rates listed herein:

- a. "Wireline VoIP Traffic" is traffic of indeterminate jurisdiction that is classified as enhanced (local) under Section 251 of the Telecom Act and that originates via IP and terminates to an on-net NTI wireline customer who has agreed to receive such traffic as local.
- b. "Wireless VoIP Traffic" is traffic of an indeterminate jurisdiction that is either (i) classified as enhanced (local) under Section 251 of the Telecom Act and such traffic originates or is transported via IP or (ii) treated as access by the wireless carrier and terminates to an on-net NTI wireless customer who has agreed to receive such traffic.
- c. "Local Transit" is wireline and/or wireless traffic that originates and terminates within the same MTA (wireless) and/or within the same LATA, e.g. IntraLATA (wireline). Such traffic shall originate from an on-net local service provider (LSP) and terminate to an on-net LSP via NTI.
- d. "TDM Traffic" is traffic that does not fall with in the traffic definitions above (a, b, or c) that originates in one MTA or LATA and terminates to an on-net NTI customer in another MTA or LATA. A separate trunk group is required for TDM Traffic terminating to CLECs.
- e. Capitalized terms used but not defined herein shall have the meaning set forth in the original MSA/Agreement.

2. Number Portability. NTI has arrangements with respective LSPs to perform LNP queries prior to delivering calls NTI. In the event that a call has not been queried, NTI will perform the query and charge the originating LSP, including Level 3 if they are the originating LSP.

3. Authorized On-Net Local Service Providers (LSPs). NTI will provide a list of all available on-net carriers for termination of all services and/or traffic governed by this Amendment.
4. Cause Code Routing/Non-Authorized Off-Net Carriers. A cause code "34" will be sent to the LSP under the following conditions:
 - LSP sends NTI traffic to an off-net (non-authorized) carrier for the applicable service.
 - Overflow situations where terminating capacity is unavailable.

REDACTED

6. In all other respects not inconsistent with this Amendment, the terms of the Agreement not specifically or by necessary implication amended or modified by this Amendment, shall be and remain in full force and effect as modified hereby. This Amendment supersedes and replaces all prior and contemporaneous agreements, discussions and understandings, whether written or oral, concerning the subject matter hereof.

Exhibit C- Pricing

REDACTED

NTFL0017

REDACTED

NTFL0018



Local, TDM and Enhanced Traffic Pricing Sheet via IP Termination for Level 3 Communications, LLC

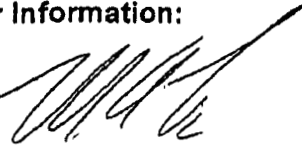
REDACTED

NTFL0019

REDACTED

Customer Information:

Signature:



Printed Name:

MET. AN A REYES

Title:

DIRECTOR

Date:

11/21/07

NTFL0020