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April 21, 2008

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**VIA HAND DELIVERY**
Ms. Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No. 070699-TP
Embarq Florida Inc.'s Direct Testimony of Edward "Ted" C. Hart and James M. Maples (with Exhibits 1-12)

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Dear Ms. Cole:

Enclosed for filing are the original and fifteen (15) copies of Embarq Florida Inc.'s Direct Testimony of Edward "Ted" C. Hart and James M. Maples (with Exhibits 1-12) in the above referenced docket matter.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

Sincerely,

Susan S. Masterton

Enclosure

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**CERTIFICATE OF SERVICE**
**DOCKET NO. 070699-TP**

**I HEREBY CERTIFY that a true and correct copy of the foregoing was served by regular U.S. Mail or, hand delivery *, and electronic mail on this 21st day of April, 2008 to the following:**

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Susan S. Masterton

**BEFORE THE PUBLIC SERVICE COMMISSION**

**DOCKET NO. 070699-TP**

**DIRECT TESTIMONY OF**

**EDWARD "TED" C. HART**

## I. Introduction

**Q. Please state your name, place of employment and business address.**

A. My name is Edward "Ted" C. Hart. I am employed by Embarq Management Company, which provides management services to Embarq Florida, Inc. ("Embarq"). I am employed in the Wholesale Markets Division, as a Business Strategy Manager. My business address is 9300 Metcalf Avenue, Overland Park, Kansas 66212.

**Q. Generally describe your present responsibilities?**

A. I work with various interests in the Wholesale Markets division of Embarq providing input and expertise for intercarrier contract offerings, wholesale business sales and interconnection agreement issues, as well as researching and pursuing increased revenue and expense savings opportunities. I also work with our network subject matter experts analyzing network traffic flows and specific interconnection traffic issues.

**Q. What is your work experience?**

A. I practiced with a public accounting firm for seven and a half years after college specializing in audit and accounting issues for closely-held companies. Subsequent to that, I held senior financial positions with a medium-sized general contractor and with Mobile Radio Communications, Inc., a regional Commercial Mobile Radio Services

("CMRS") paging telecommunications provider. In my position with Mobile Radio, I spent a good deal of time with the broad scope of issues that were created by the Telecommunications Act of 1996 ("Telecom Act"). Those issues included intercarrier compensation issues, such as reciprocal compensation, proportionate use of facilities, and rights and obligations created by the Telecom Act. I managed several million dollars in annual purchasing of carrier services. I developed and instituted programs that significantly lowered costs related to interconnected networks, connectivity and wholesale services which also led to large increases in company profitability. I initiated and led negotiations with local and long-distance carriers for interconnection agreements and participated in FCC auctions of wireless spectrum, among a host of other financial duties.

I joined Sprint Wholesale Markets in November 2000 as a Senior Manager charged with negotiation of interconnection agreements with wireless carriers. Since that time I have negotiated interconnection agreements with Competitive Local Exchange Carriers ("CLECs") and have managed intercarrier compensation disputes between Sprint's Local Telephone Division (now dba Embarq) and its CLEC and Wireless vendors and customers. In connection with those disputes I have also become familiar with the special considerations that affect bankrupt telecommunications carriers and have managed the execution of numerous settlement agreements between Embarq affiliates and their wholesale interconnected customers.

**Q. What is your educational background?**

A. I graduated from the University of Missouri at Kansas City in 1986 with a Bachelor of Science in Accounting and passed the C. P. A. exam in 1989. To retain the C.P.A.

license, I am required to complete approximately 40 hours of continuing education each year. During the course of the past 20 years I have accumulated an estimated 1,100 hours of continuing education on a diverse mix of professional topics, including auditing, taxation, consulting, marketing, business law, telecommunications matters, financial valuation, quality management and ethics courses. In addition, I have taught courses providing training for and building proficiency with specific software applications and other computer-related technology.

**Q. Have you submitted testimony before an administrative agency?**

A. Yes. I have testified in arbitrations and participated in mediations before Public Utility Commissions in Florida, Texas, Ohio and North Carolina. I have also provided expert witness testimony in front of the Missouri Tax Commission.

## II. Purpose of Direct Testimony

**Q. What is the purpose of your Direct Testimony?**

A. My Direct Testimony will provide support for Embarq's positions on two issues that are a matter of arbitration between Intrado and Embarq. The first issue my testimony addresses, Issue No. 10 on the preliminary issues list, generally consists of language clarifying the intent of the insurance requirements under the interconnection agreement that Intrado seeks to excise. Deleting the language has the effect of improperly limiting Intrado's liability for any negligent or willful acts or omissions that cause harm to Embarq. The second issue my testimony addresses, Issue No. 14 on the preliminary issues list, involves language Intrado seeks to insert into the interconnection agreement pertaining to the terms under which audits may be or must be performed, when audit

rights are invoked under the interconnection agreement. Specifically, the issue is who can or must perform an audit.

**Issue 10: What limitation of liability and/or indemnification language should be included in the ICA?**

Q. **Please explain the differences in positions regarding the parties' proposed language on limitation in liability.**

A. Intrado seeks to limit the amount of its potential liability for its own negligent acts or omissions to the extent of the liability insurance that Intrado is required to carry under the terms of the interconnection agreement. Although the parties have every right to have their liabilities underwritten by normal or even extraordinary insurance policies, and the interconnection agreement requires Intrado to maintain certain levels of insurance, the parties to the contract still remain liable for their own actions or negligence. The central question is one of culpability. Embarq's language ensures that the liability remains with the Party that causes the loss, notwithstanding the amount of insurance coverage carried by the Parties for underwriting such potential loss.

Q. **How would Intrado's shift liability from Intrado to Embarq?**

A. The language in section 12.7 that Intrado has deleted states "Nothing contained in this section shall limit Intrado Comm's liability to Embarq to the limits of insurance certified or carried." This provision merely makes explicit within the context of the agreement what is a standard business principle. That principle is that the party that causes the loss remains responsible for the loss. The effect of Intrado's deletion of the language would negate Intrado's liability above the limits to which Intrado is insured. The unreasonable

outcome of this deletion can be foreseen with a few presumed facts. Let's presume for purposes of argument that Intrado causes an event that produces a $1.5 million loss for Embarq and Intrado carries the insurance required by the interconnection agreement with liability limitations stated at $1.0 million. That produces a half million dollar loss arising from Intrado's negligent acts or omissions that Embarq would be asked to absorb.

Q. **What is wrong with Intrado's position?**

A. Culpability needs to remain with the Party causing harm. That is the standard business principle noted above and it would be a very questionable legal outcome for the Commission to approve language that precludes a party from recovering its actual losses resulting from the negligent or willful acts or omissions of another party, in the absence of a voluntary waiver, which Embarq is not prepared to give.

Q. **What causes the differences in views?**

A. I think Intrado is combining two or more risk management functions into one concept. The first assessment involves the measurement of the business risks you have. The second assessment involves how those risks are underwritten by, or offloaded onto, an insurance carrier. Assessing or otherwise managing the risks involved in your business and procuring insurance coverage for the risks are two separate functions. In the absence of the insurance, the risks and responsibilities still exist and must still be managed.

Q. **Why is Embarq's position superior to Intrado's?**

A. We are not talking about a "no-harm, no-foul" situation here. In this case the need for insurance to indemnify the other Party is real, but we must keep in mind that irrespective

of the level insurance put into place, any losses that would be subject to indemnity would only be those which arise from Intrado's negligent or willful acts or omissions.

**Q. How is this issue addressed in Embarq's interconnection agreement with other carriers.**

A. Embarq has negotiated hundreds of interconnection agreements with carriers seeking interconnection in the past 12 years since the Telecom Act was passed and the standard language as it exists now contains the language that Embarq has proposed; i.e. language that would hold the responsible party culpable for its actions notwithstanding limits of insurance coverage. I'm not aware of a prior situation where a carrier has attempted a limitation of liability change of this type.

Q. **How should the Commission resolve this issue?**

A. The Commission should approve the language proposed by Embarq to ensure that Embarq is adequately protected against losses caused by Intrado's negligent or willful acts and omissions, regardless of the limits of Intrado's liability insurance.

**Issue 14: What are the appropriate terms and conditions regarding audits?**

**Q. Please briefly restate what audit language Intrado is seeking in the interconnection agreement.**

A. The language proposed by Intrado's states that audits of the companies' bills or services must be performed by independent third parties.

**Q. Why does Embarq object to this language?**

A. First, it's unworkable. It essentially mandates that EVERY audit would be performed by an outside independent party, without any regard for a cost benefit analysis or the reasons why one Party might need to audit the other Party's bills.

**Q. Please describe the typical situations in which one Party might initiate an audit of the other Party under the interconnection agreement.**

A. Often, an "audit" might simply consist of nothing more extensive than one Party requesting that the other Party provide certain types of information or documentation to substantiate or corroborate charges on a billing statement or network configurations and, if any disagreement arose between the Parties about the accuracy or adequacy or right to receive such information, then the Dispute Resolution provisions of the ICA could be invoked.

**Q. Why does Embarq believe it would be inappropriate to use a third party for these types of audits?**

A. A standard business principle is that one does not spend twenty thousand dollars to chase a five thousand dollar problem. Audits have many costs, including direct dollar outlays, as well as indirect costs, such as time, travel, accommodations and assignment of other resources. I recently inquired about the billing rates at a local CPA firm for performing audits of the type contemplated in the interconnection agreement. The managing partner told me a fee for such an audit would be billed at average hourly rates of $100 - $150 and would likely require at least 20 hours to complete. That translates into a likely beginning audit fee of $20,000 – 30,000, and increasing from there.

**Q. Is increased cost Embarq's only concern with requiring an outside auditor?**

A. No, if the increased cost were likely to produce better quality or more timely results, then even some nominal increase in cost might be justified. However, cost is not the only issue that arises with the use of a third party auditor. Other concerns include the potential that the parties to the contract may have difficulty agreeing to the terms under which an auditing firm must be engaged. In addition, depending on the issue giving rise to the audit, the parties may not be able to find mutually agreed upon firms that have the requisite technical or telecommunications background or expertise to perform such audits.

**Q. Would a third party necessarily be more effective at performing the audits contemplated by the interconnection agreement?**

**A.** No. Often, if not always, the engagement of third parties involves bringing the "experts" up to speed on the matters of dispute. This consumes valuable time that could otherwise be spent studying or settling the matter. The representatives of Embarq and, likely, Intrado, know their respective businesses better than an outside firm. It's simply a fact that the parties know their own billing systems, how to extract the data, and how best to present or share the relevant information better than outside individuals that would have to be trained for the task at hand. Having to explain to auditors the critical issues, train them what to look for, where to find the data, what constitutes an exception, etc., and then to be billed $150 per hour by these newly minted "experts" for the training, is a slap in the face of reasonableness. In such cases, the engagement of outside parties would cause inefficient use of time and money and leave the parties no closer to resolution of the underlying dispute. Again, the parties would be devoting inordinate resources in an attempt to quantify a problem that may not be all that large to begin with. The parties

ought to be free to make those initial assessments with internal resources. If the parties then determine that outside resources are needed to augment internal resources, these resources can be engaged at that time.

**Q. What do you think Intrado is attempting to accomplish with its proposed language?**

A. I think there are two possibilities. One possibility is that Intrado just does not want any audits to occur. If someone can put enough obstacles in the way of a process, then that process is unlikely ever to be utilized, cost considerations notwithstanding. The second possibility may be that Intrado is attempting to safeguard its company's trade secrets and proprietary information. I can respect that goal; however, the information subject to audit would be information that would form the basis for an invoice. That's hardly secret information. Embarq personnel would have to have some understanding of this type of information sufficient to authorize payment of Intrado's bills to Embarq. Most if not all audits or customer bills happen without a site visit to the company rendering the bills. Data is traded back and forth via CD or e-mail and there is no further risk of the release of proprietary or sensitive information than would be contained in any other common business functions. In addition, undisputed terms of the interconnection agreement provide for maintaining the confidentiality of information exchanged between the parties under the agreement.

**Q. What is Intrado failing to consider in its proposal?**

A. Practical reality. Not every auditable event or potential billing situation subject to audit requires the involvement of third parties. Regardless of one's employer, there are objective facts that almost always form the basis for resolving billing disputes, and those facts can be determined by competent, trained professionals who work for the Parties.

**Q. What language has Embarq proposed regarding audits?**

A. Embarq's language in section 8.1 as proposed simply states the following: "...either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing..." This language appears in hundreds of interconnection agreements that Embarq has entered into with other CLECs, and has worked very well for all parties involved. On occasion, some Parties propose that audit costs be reimbursed by the audited Party if a billing discrepancy is identified that involves charges that are overstated by more than 5% from the amount billed, but the performance of the audit itself is not something that other CLECs have taken issue with. The language that we propose and have in place in hundreds of agreements on file with the Florida Commission is not something novel, hotly contested, or that typically ever has been or becomes an issue in these numerous agreements.

**Q. How should the Commission resolve Issue 14?**

A. For all of the reasons articulated above, Intrado's proposal is unworkable and will lead to increased costs or decreased ability to effectively audit services and bills, should that need arise. Embarq asks the commission to accept Embarq's contract language without the added complexity of requiring the parties to hire outside firms.

**Q. Does this conclude your Direct Testimony?**

A. Yes it does.

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

**DOCKET NO. 070699-TP**

**DIRECT TESTIMONY OF**

**JAMES M. MAPLES**

## SECTION I—INTRODUCTION

**Q. Please state your name, title and business address.**

A. May name is James M. "Mike" Maples. I am employed as Regulatory Manager for Embarq Management Company, which provides management services to Embarq Florida, Inc. ("Embarq"). My business address is 5454 W. 110th Street, Overland Park, KS 66211.

**Q. Please summarize your educational and professional background.**

A. I have over 39 years of experience in the telecommunications industry ranging from the actual installation and maintenance of telecommunications networks, demand forecasting, financial modeling, costing, regulatory reporting, retail and wholesale product development, contract negotiations, process re-engineering, systems development, and public policy formation. My career began in 1968 when I was employed by Sprint/United Telephone Company of Texas as an installer/repairman of residential, simple and complex business systems and later as a central office switchman. During that same period I earned a Bachelor of Science degree from East Texas State University, Commerce, Texas, with majors in mathematics and industrial technology. After graduating in December 1973 I entered the company's

Management Training program and upon completion was promoted to the position of Revenue Requirement Analyst in 1974.

For the next seventeen (17) years I held positions of increasing responsibilities in state, regional and corporate Sprint organizations. During that period, I prepared or was responsible for jurisdictional separation studies, revenue budgets, demand forecasts, access charge rates, and financial reporting to various regulatory agencies.

From 1991 through 1995, as Manager Cost Allocations at Sprint/United Management Corporation, I developed financial models for alternative regulation, participated in a two year project to develop a system-wide product costing model, developed and trained personnel on revenue budget models, and standardized systems for separations costing through system design, development, testing and implementation.

In 1995 I accepted the position of Manager-Pricing/Costing Strategy and for 17 months coordinated several system-wide teams that were charged with the identification and development of methods, procedures, and system changes required to implement local competitive services. During that period, I coordinated the technical support needed to establish and maintain relationships with competitive local exchange carriers ("CLECs").

From September 1996 through July 1999 I held the position of manager of Competitive Markets – Local Access with the responsibility for pricing unbundled network elements, supporting negotiations with new competitive carriers, and assisting in implementation issues.

I began my current position in August, 1999. My responsibilities include the review of legislation, court rulings and FCC and state Commission orders affecting telecommunications policy, interpreting the impact to the corporation, developing positions, communicating them throughout the organization, and representing them before regulatory bodies such as the Florida Public Service Commission.

**Q. Are you an attorney?**

A. I am not an attorney and my review and interpretation of federal and state statutes, rules, orders and other applicable rulings is from a layman's perspective for the formulation of policy.

**Q. Have you testified before any regulatory commissions?**

A. Yes. I have testified before the Missouri, Florida, Nevada, Pennsylvania, Minnesota, and California regulatory commissions regarding a variety of issues including number portability, intercarrier compensation, network unbundling, and network interconnection.

**Q. What is the purpose of your Direct Testimony?**

A. The purpose of my Direct Testimony is to support Embarq's positions on issues 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, and 13.

**Q. Please summarize your Direct Testimony.**

A. It is doubtful that any party in this proceeding would take a position that the nation's emergency infrastructure and specifically the 9-1-1 network is not of the utmost importance. Similarly, all parties would likely agree that competitive markets are

good for consumers; however, the emergency market that provides 9-1-1 services is not the average market, but is in fact unique. Once an entity, be it an ILEC like Embarq, a CLEC such as Intrado, or even a government agency, receives the contract to provide the 9-1-1 service for a county, that entity has a monopoly. All voice providers are required by law to provide 9-1-1 access to their end users and they must do so through the entity that has been designated as the primary provider of 9-1-1 service to the county, no matter who that entity is.

When an individual dials 9-1-1, regardless of how they receive voice communication services (wireless, regular wireline, or VoIP), the call is transported from their location to the Wireline E911 Network, which is defined by the FCC as being separate from, but connected to, the Public Switched Telephone Network ("PSTN"). The 9-1-1 call from the end user connects to the Wireline E911 Network at the selective router, which is the point of demarcation between the PSTN and the Wireline E911 Network, and is forwarded to the appropriate Public Safety Answering Position ("PSAP"). When the PSAP receives the 9-1-1 call, the operator sends a query to the Automatic Location Information ("ALI") database to retrieve information about the caller, including the caller's location, and uses that information to dispatch the appropriate emergency responder, be it police, fire department, or emergency medical technicians. A 9-1-1 call therefore incorporates a voice communication, an information communication, and human interaction resulting in the provision of an emergency service. The service being delivered is an emergency service. The Wireline E911 Network is the communication mechanism.

The use of the term "voice communication" above to define a 9-1-1 call is consistent with how the Florida 911 statutes define a 9-1-1 call (§ 365.172(3)(bb)) effectively recognizing the fact that the regulatory classification of some voice communication is not settled. For example, it is entirely possible that a Voice over Internet Protocol ("VoIP") 9-1-1 call may never touch the PSTN but in fact is transported over the public Internet to an Internet Protocol ("IP") network that is connected to the Wireline E911 Network over dedicated 9-1-1 trunks. The regulatory classification for such a VoIP call has not been settled and VoIP has not been defined as either a telecommunications or an information service. The deployment of next generation E911 architecture will further exacerbate the regulatory classification of 9-1-1 service. The deployment of the next generation E911 network promises a more robust platform that is IP based and multimedia rich, and it will clearly no longer be a voice only service. The standards for the next generation E911 network are currently under development but are years away from being finalized. Many of the current efforts to develop the next generation E911 network are trials, and it is prudent to wait for more open and established standards rather than deploy individual components in a piece meal basis. Embarq is fully engaged in and supportive of the evolving E911 network, and it is not accurate for Intrado to claim that Embarq and other ILECs are the reason counties are not deploying next generation equipment.

Embarq has not opposed Intrado's entry into the 9-1-1 services market here in Florida or anywhere. Embarq's has offered to do business with Intrado just like it does any other CLEC or 9-1-1 service provider. Embarq has offered parity. Unfortunately, Intrado has demanded preferential treatment.

When Embarq provides the Wireline E911 Network to a county, carriers that have a legal obligation to provide E911 access to their end users will negotiate with Embarq to connect to the Wireline E911 Network, under the terms and conditions of a 251(c) interconnection agreement. These typical arrangements are reflected in Exhibits JMM-1, JMM-2 and JMM-3, which correspond with Scenario 1 that was described in Embarq's Response to Intrado's petition for arbitration. These terms are generally negotiated as one small part of an overall interconnection arrangement in which the requesting carrier is seeking to exchange traffic as well as to access other services that Embarq is legally obligated to provide, such as network elements.

Embarq does not refuse to negotiate 9-1-1 access with entities that are providing wholesale services to other voice providers, such as wireless and VoIP, and even those entities that are solely providing the information database components of 9-1-1 service.

However, when a fellow Wireline E911 Network provider seeks a peering arrangement with Embarq, those arrangements are negotiated on a commercial basis and not subject to 251(c). Exhibit JMM-4, which corresponds to Scenario 2 described in Embarq's Response to Intrado's petition, is an example of this type of connection. The two parties are not in competition but are in fact co-providers of emergency services, with one party having primary responsibility to the respective PSAPs, and the other having secondary responsibility to the co-provider's PSAPs. This is a negotiation between equals and there is no need for the heavy-handed regulations directed at ILECS in 251(c) that were considered necessary to open markets. The Commission should not accede to demands by Intrado that Intrado has the unilateral right to select the point of interconnection, that Embarq has an unrestricted obligation

to incur costs to build out transport, or that Embarq must modify its operating procedures and install special hardware and software simply to facilitate Intrado's business plan for providing 9-1-1 services.

Similarly, when Embarq seeks access to the Wireline E911 Network provided by another entity, it does so via commercial arrangements. Exhibits JMM-5 and JMM-6, illustrate this type of connection, which corresponds to Scenario 3 that was described in Embarq's Response to Intrado's arbitration petition. Under such circumstances, Intrado is the provider of the Wireline E911 Network, and as described above has a monopoly on that service. All voice providers, including Embarq, must seek access from Intrado to the 911 network. Through its Petition, Intrado seeks to further strengthen its monopoly position by extending 251(c) ILEC obligations to apply to situations when Intrado (not Embarq) is the Wireline E911 Network provider. It would be inappropriate and bad public policy for the Commission to rule as Intrado suggests.

Further, coupled with the ruling Intrado has requested in its Petition for a Declaratory Statement in Docket No. 080089-TP, it is clear to Embarq that Intrado is seeking to deny ILECs the ability to recover their costs of providing 9-1-1 service to PSAPs throughout the state of Florida. Intrado's goals are contrary to the current state statutes governing the funding and provisioning of emergency services, which distribute funds to PSAPs and authorize them to buy services from ILECs, through approved tariffs. Intrado's positions are not the positions of a company that strives to be a more efficient provider, but instead are the positions of a company that is seeking a competitive advantage through regulatory arbitrage.

The Commission should deny Intrado's petition and its proposed terms and order it to negotiate commercial agreements with Embarq for those situations which are described in Embarq's Response as Scenario 2 and Scenario 3 and which are illustrated in this testimony at Exhibits JMM-4, JMM-5 and JMM-6.

## SECTION II – UNRESOLVED ISSUE DISCUSSION

**Issue No. 1:**

**(a) What service(s) does Intrado currently provide or intend to provide in Florida?**

**(b) Of the services identified in (a), for which, if any, is Embarq required to offer interconnection under Section 251(c) of the Telecommunications Act of 1996?**

**(c) Of the services identified in (a), for which, if any, should rates appear in the ICA?**

**(d) For those services identified in 1(c), what are the appropriate rates?**

**Q. What services does Intrado provide or intend to provide in Florida?**

A. The price list that Intrado has on file with the Commission lists several products grouped into five categories:

- 9-1-1 Routing Service,
- ALI Management Services,
- 9-1-1 Exchange Access Trunks,
- ALI Data Access Connections, and
- Diverse Facility Routing.

These products are sold to local government or other public safety organizations for the provision of Emergency Services to end users. Some of the products are also sold to Local Exchange Carriers ("LEC"), Commercial Mobile Radio Service providers ("CMRS"), and interconnected Voice over Internet Protocol companies for providing access to the Wireline E911 Network.

**Q. What are Emergency Services?**

A. Emergency Services are those services that are provided to an individual when they dial 9-1-1. Dialing 9-1-1 connects people in the middle of a crisis to an emergency service professional that is trained to address that person's specific situation. If Enhanced 911 ("E911") capability has been deployed, the emergency service professional uses specialized equipment to determine the person's geographic location and dispatches the appropriate personnel, such as emergency medical technicians or fire service or law enforcement officials, to that location to provide the needed aid.

**Q. What infrastructure is used to provide Emergency Services?**

A. The infrastructure that is used to provide Emergency Services is referred to by the FCC as the Wireline E911 Network.

**Q. What is the Wireline E911 Network?**

A. The Wireline E911 Network is a separate network that is interconnected with the PSTN for the provision of Emergency Services (Title 47 C.F.R. §9.3). It is comprised of a voice network and a separate data or information network.

- The voice network carries E9-1-1 calls from customers to special switching equipment (or selective routers) that direct the calls to the appropriate

PSAP based on the geographic location of the caller, as described in more detail later in my testimony.

- The data network is accessed by the PSAP during an emergency call to retrieve geographic location information about the caller based on the caller's telephone number or pseudo-telephone number, as described in more detail later in my testimony.

**Q. Do all companies that provide voice service have to supply their end users with access to the Wireline E911 Network?**

A. FCC Rules require all providers of voice services that are interconnected to the PSTN to provide their customers with access to E911 service, and therefore such carriers have an obligation to arrange interconnection with the Wireline E911 Network (Title 47 C.F.R. §9, §20.3, §64.3).

**Q. What are the components that make up the Wireline E911 Network?**

A. The FCC provided a general description of the typical components in its Order addressing E911 requirements for IP-Enabled Service Providers (FCC 05-116, Released 6/3/2005, *VoIP 911 Order*), stating:

> In a typical implementation, the Wireline E911 Network includes the Selective Router, which receives 911 calls from competitive and incumbent LEC central offices over dedicated trunks. The Selective Router, after querying an incumbent LEC-maintained Selective Router Database (SRDB) to determine which PSAP serves the caller's geographic area, forwards the calls to the PSAP that has been designated to serve the caller's area, along with the caller's phone number (ANI). The PSAP then forwards the caller's ANI to an

incumbent LEC maintained Automatic Location Information database (ALI Database), which returns the caller's physical address (that has previously been verified by comparison to a separate database known as the Master Street Address Guide (MSAG)). The Wireline E911 Network thus consists of: the Selective Router; the trunk line(s) between the Selective Router and the PSAP; the ALI Database; the SRDB; the trunk line(s) between the ALI database and the PSAP; and the MSAG (¶15,).

**Q. You referred to this as a list of the typical components. Are additional components used?**

A. Additional components may be used depending upon the originating source of the call (LEC, CMRS, and VoIP) and the configuration may vary depending upon whether or not the PSAP has made arrangements for some form of back-up capability.

**Q. What components are used when a LEC end user dials 9-1-1 and what functions do those components provide?**

A. Exhibit JMM-1 illustrates the typical arrangement between Embarq and another LEC when Embarq provides the components of the Wireline E911 Network to the PSAP.

- The E911 Control Office is the "selective router" that receives the incoming 9-1-1 call, determines which PSAP to route the call to, and directs the call to that PSAP. The end user placing the 9-1-1 call is connected to the selective router through their voice provider's central office over 911 trunks linking their provider's central office with Embarq's selective router.
- The "selective router database" contains information that matches the telephone number of the customer that originated the 9-1-1 call to the

"emergency services number" of the PSAP that serves that telephone number. The selective router database is used by the selective router to route the call to the appropriate PSAP. The PSAP emergency services number is also mapped to other emergency service agencies that the PSAP might need to dispatch to the end user's location, such as the fire department or law enforcement agency.

- The Automatic Location Identification or ALI Database contains information for each telephone number including (i) the name of the customer of record and (ii) the service address.
- The Master Street Address Guide ("MSAG") is a database that maps ranges of addresses to the emergency services number of the PSAP that serves that area.
- The "database management system" is comprised of the processes and computer systems that manage access to the different databases. The PSAP uses a variety of Customer Premises Equipment ("CPE") to receive the 9-1-1 call and provide the needed assistance.

**Q. How do these all work together when an end user dials 9-1-1?**

**A.** When the end user dials 9-1-1 the call is switched onto dedicated 911 trunks at the serving central office and directed to the selective router. There are usually two 911 trunks per end office, which in this configuration utilizes normal Time Division Multiplexing ("TDM") as the transmission medium. The telephone number is transmitted with the call as Automatic Number Identification ("ANI") and the selective router uses the telephone number to query the selective router database and retrieve the emergency services number of the appropriate PSAP. The call and associated ANI are then delivered to the PSAP. The PSAP answers the call and uses separate packet facilities to query the ALI database for information concerning the

ANI in order to retrieve the customer's specific information. After the PSAP determines the details of the emergency, the PSAP contacts the appropriate emergency service provider and dispatches them to the end user's location.

**Q. Is the MSAG or the database management system used during the 9-1-1 call?**

A. No. The database management system is used by Embarq and other connecting carriers to load customer records to the ALI database. Each voice provider creates records for their end user customers, structured in a specific format, and sends them via a secure connection to the database management system. The database management system edits every record comparing the address on the customer record to the address range included in the MSAG. The record is loaded to the ALI database if it passes the edits, otherwise it is rejected and the submitting party must correct the record and resend.

**Q. Where Embarq provides the Wireline E911 Network to the PSAP, what service does Intrado provide?**

A. In a typical wholesale arrangement a CLEC would create and submit ALI records to Embarq's database management system and the CLEC would usually establish 9-1-1 trunks to Embarq's selective router at the same time they set up the interconnection trunks for the mutual exchange of other voice traffic. Intrado could assist CLECs by providing ALI Management Services to manage the creation of the end user ALI records and submission of those records to Embarq's database management system. But, unlike other CLECs, Intrado would not be involved in establishing 9-1-1 trunks to Embarq.

**Q. Why did you state that Intrado is not like CLECs that establish 9-1-1 trunks to Embarq's selective router? Isn't Intrado a CLEC?**

A. Yes, Intrado is a CLEC; however, it does not provide voice services to end users like other CLECs. These services are often referred to as Local Exchange Service, which Intrado defines in its price list (page 13) as follows:

> The furnishing of telecommunications services by a Local Exchange Provider to a Customer within an exchange *for local calling*. This service also provides access to and from the telecommunication network *for long distance calling*. *The Company is not responsible for the provision of local exchange service to its Customers*. (Emphasis Added)

The terms and conditions for Intrado's Intelligent Emergency Network Service also state at section 5.2.3 that "the service is not intended to replace the local telephone service of the various public safety agencies which may participate in the use of this service" and that "the Customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls (section 5.2.9D)." Intrado clearly does not provide local and toll telephone service as these terms are commonly understood.

**Q. What components of the E911 Wireline Network are used when a CMRS end user dials 9-1-1 and what functions do those components provide?**

A. Exhibit JMM-2 is an example of wireless E911 Phase II deployment. Many of the same components described in the previous example are also used to provide Emergency Service to a CMRS customer when they dial 9-1-1, including the selective router, selective router database, ALI, MSAG and database management system. In the wireless E911 Phase II deployment, the CLEC end office is replaced with a CMRS

"mobile switching center", which is also connected to the selective router using special TDM trunks dedicated for 9-1-1 calls. There are three additional components:

- the "position determining entity"
- the "coordinate routing database", and
- the "mobile positioning center."

**Q. What do the position determining entity, coordinate routing database and mobile positioning center do?**

A. Wireless telephones are obviously mobile, which means that a customer dialing 9-1-1 from a mobile phone can be in a different location each time they call, and in fact can be changing locations during the call. Special technology is therefore needed to ascertain the location of the caller, determine which PSAP to route the call to, and provide critical information to that PSAP. The position determining entity determines the location (XY coordinates) of the mobile end user and forwards it to the mobile positioning center, which then submits a query to the coordinate routing database which associates XY coordinates with the appropriate selective router for that geographic location. The mobile positioning center sends the selective router instructions along with the customer location (XY coordinates) and a Pseudo-ANI ("pANI") to the mobile switching center (i.e., the mobile service center which is the equivalent of a CLEC end office, as noted above), which then routes the call to the appropriate selective router. The mobile switching center also sends the pANI, customer location (XY coordinates), and call back number to the ALI database over a secure packet data network when the mobile switching center is queried by the ALI. This arrangement is referred to as ALI steering.

**Q. What is a pANI?**

A. A pANI is a telephone number that is temporarily assigned to a customer in order to communicate the customer's geographic position, since the end user's actual telephone number is not confined to a single geographic location.

**Q. How do these components interact to complete a 9-1-1 call dialed by a CMRS customer?**

A. When the mobile end user dials 9-1-1 the call is connected to the mobile switching center. At the same time the position determining entity determines the customer's location and sends the coordinates to the mobile positioning center. The mobile positioning center secures instructions from its routing database and forwards the information along with the pANI to the mobile switching center, which uses it to route the 9-1-1 call to the selective router over special 911 trunks, just as in the LEC scenario above. The selective router uses the information sent from the mobile switching center to route the call and associated pANI to the appropriate PSAP. The PSAP answers the call and uses separate packet facilities to query the ALI database by forwarding the pANI which is used by the ALI to determine which mobile positioning center to query. The ALI database launches an inquiry to the mobile positioning center for the purpose of retrieving the customer's specific information, such as the customer location and call back number. The ALI then forwards the information to the PSAP once it is retrieved, and after the PSAP determines the details of the emergency, the PSAP attendant contacts the appropriate emergency service provider and dispatches them to the end user's location.

**Q. Which of these components does Intrado provide where Embarq provides the Wireline E911 Network to the PSAP?**

A. In a typical wholesale arrangement the CMRS carrier would purchase ALI Management Services from Intrado to manage the creation of the CMRS carrier's end user ALI records as well as the management of the routing database (the coordinate routing database in this case) and the mobile positioning center, which forwards the information to Embarq's ALI database when queried. In addition, Intrado could provide the position determining entity functionality (i.e., XY coordinate identification). Like CLECS, CMRS carriers usually establish the dedicated 9-1-1 trunks to Embarq's selective router directly at the same time they set up the interconnection trunks for the mutual exchange of other voice traffic.

**Q. What components are used when a VoIP end user dials 9-1-1?**

A. Exhibit JMM-3 is an example of the 9-1-1 solution for nomadic VoIP service. The nomadic VoIP 9-1-1 solution is modeled after the wireless 9-1-1 solution and consequently has many components that are functionally equivalent; however, there is some unique additional equipment.

**Q. What components are functionally equivalent to the wireless 9-1-1 solution?**

A. The Wireline E911 Network components (ALI, selective router database, selective router, database management system, and MSAG) are the same. The "VoIP provider softswitch" is the equivalent of the mobile switching center. The "VoIP positioning center" has the same functions as the mobile positioning center and the "emergency service zone routing database" provides the VoIP positioning center with routing instructions, just like the coordinate routing database. The "location information

server" contains the end user's location information fulfilling the same functionality as the position determining entity, except that the customer's position is not automatically determined. VoIP end users must manually load their physical address into the location information server via a registration process, usually over the Internet. The FCC recently released a Notice of Proposed Rulemaking seeking comment on the technical feasibility of making this an automatic process.

**Q. What are the additional components and what do they do?**

A. The "validation database" functions like the MSAG and is used by the location information server to edit the location information that is entered by the VoIP end user. The "emergency services gateway" takes the VoIP 9-1-1 call, converts it from IP to TDM and provides connectivity to the selective router over dedicated 9-1-1 trunks, just like the CLEC central office and the mobile switching center.

**Q. Please describe how a VoIP 9-1-1 call progresses?**

A. Prior to making the 9-1-1 call the VoIP end user must have established a broadband connection to the Internet, logged into the location information server, and registered their location. When they dial 9-1-1 the VoIP customer is connected to the VoIP switch, which communicates with the VoIP positioning center to get routing instructions and the pANI via the emergency zone routing database. Once that is accomplished the VoIP switch sends the 9-1-1 call to the emergency services gateway, along with the routing instructions and pANI. After converting the call from IP to TDM the emergency services gateway sends the call, routing instructions, and pANI to the selective router, which routes the call and pANI to the appropriate the PSAP. The PSAP answers the call and queries the ALI by forwarding the pANI which is used

by the ALI to determine which VoIP positioning center to query. The ALI then launches the appropriate inquiry to retrieve the customer information. The VoIP positioning center forwards the pANI, customer location, call back number and other personal information to the ALI via a secure packet data connection and the ALI forwards it on to the PSAP. After determining the details of the emergency the PSAP attendant contacts the appropriate emergency service provider for dispatching to the end user's location.

**Q. Which of these components does Intrado provide where Embarq provides the Wireline E911 Network to the PSAP?**

A. In a typical wholesale arrangement the VoIP carrier would purchase ALI Management Services from Intrado to manage the creation of the VoIP carrier's end user ALI records as well as the management of the routing database (the emergency zone routing database in this case) and the VoIP positioning center, which forwards the customer records to Embarq's ALI. In addition, Intrado could provide the location information server, validation database, and emergency services gateway functionality. VoIP providers normally interconnect with Embarq's selective router indirectly through CLECS due to the regulatory uncertainty surrounding the classification of VoIP service. These CLECs usually establish the dedicated 9-1-1 trunks to Embarq's selective router at the same time they set up the interconnection trunks for the mutual exchange of other voice traffic; however, Embarq does have a commercial arrangement with an affiliate of Intrado that only sets up the 9-1-1 trunks.

**Q. You mentioned that this was the 9-1-1 solution for nomadic VoIP. How is 9-1-1 provided to customers subscribing to fixed VoIP?**

**A.** A fixed VoIP solution is very much like the arrangement depicted in Exhibit JMM-1 except that an emergency services gateway must be placed between the VoIP switch and the selective router in order to convert the IP call to TDM. The location information server, validation database, emergency zone routing database and VoIP positioning center are not needed and VoIP providers can load their customers' location information directly into the ALI, just like any other wireline voice provider.

**Q. Earlier you mentioned that the configuration of the Wireline E911 Network might vary based on whether or not the PSAP arranged back-up capability. Can you describe this situation?**

**A.** Yes. One way that a PSAP provides back-up capability is to establish an arrangement whereby a 9-1-1 call can be routed to an alternate PSAP, if appropriate, or necessary. Exhibit JMM-4 depicts such an arrangement. It shows two Wireline E911 Network providers that have established interoperability between their respective selective routers and ALI databases for this purpose. The equipment can be configured to route the 9-1-1 calls from one PSAP to the other via a manual transfer initiated by the PSAP dispatcher or automatically as in the case of a service outage. The call, as well as the ANI and ALI information is routed from one network to the other and delivered to the back up PSAP. The PSAP that is directly connected to the selective router that initially receives the 9-1-1 call is referred to as the Primary PSAP while the PSAP that the 9-1-1 call is transferred to is referred to as the Secondary PSAP.

**Q. How are these types of arrangements established?**

A. The PSAP controls the decision. When two PSAPs seek interconnectivity they work together with their Wireline E911 Service Providers and other impacted emergency services personnel to negotiate the details of the specific configuration.

**Q. Are there any other situations where interconnectivity between PSAPs is desired?**

A. Yes there are. For example, when a CMRS cell tower's coverage overlaps one or more PSAP service areas it is often necessary to transfer the call from one PSAP to another once the exact location of the caller is known.

**Q. Earlier you mentioned the fact that Intrado sells products and services to Emergency Service providers but you have not directly addressed that situation in any of your examples. Please do so.**

A. Exhibit JMM-5 illustrates the situation where Intrado provides the Wireline E911 Network to a PSAP. This example is simply a reversal of Exhibit JMM-1, showing Intrado as the entity providing the selective router, selective router database, ALI, MSAG, and database management system to the PSAP. Intrado could also sell the CPE as well as the facilities between the selective router and the PSAP and between the ALI and the PSAP. The diagram depicts one way that Embarq could connect to the Wireline E911 Network provided by Intrado. You could also replace Embarq with Intrado in Exhibits JMM-2 and JMM-3. In these situations all voice providers connected to the PSTN would be obligated by federal law to request interconnection with Intrado for the provision of 9-1-1 calling to their end users.

**Q. You state that Exhibit JMM-5 depicts one way that Embarq could connect to the Wireline E911 Network provided by Intrado. Is there another way?**

A. Yes there is and it is illustrated in Exhibit JMM-6. Embarq has deployed selective routers for providing 9-1-1 services to PSAPs and has provisioned 9-1-1 trunks from each of its central offices to those selective routers. In many cases these central offices serve large areas that overlap several PSAP serving areas, and the selective router queries the selective router database to determine which PSAP to route the Embarq end user's 9-1-1 call to. When Intrado becomes the 9-1-1 service provider to one of these PSAPs it is more efficient for Embarq to establish a connection between its existing selective router and Intrado's selective router for the specific segment of Embarq end users who are served by the PSAP which has contracted with Intrado rather than set up separate 9-1-1 trunks from the central office, which would involve unique switch translations and changes to Embarq's existing processes.

**Q. Does Embarq do this today?**

A. Yes, Embarq has arrangements such as this in Florida today and in fact, it is the only way that Embarq routes 9-1-1 calling from host offices that provide voice communications to end users served by multiple PSAPS.

**Q. You've been discussing products and services that are provided today. Issue No. 1(a) also refers to products that Intrado intends to provide. What future products is this referring to?**

A. I am not privy to the products being developed by Intrado and I can only speculate that this is a general reference to the future state of the 9-1-1 network, which is referred to as the Next Generation 911 network ("NG-911").

**Q. What is the Next Generation 911 network?**

A. The U.S. Department of Transportation is leading a national effort charged with developing a standard architecture for the NG-911. The NG-911 network is being designed to incorporate advances in technology to enable not just voice but video and text capabilities. It will likely be an IP-based solution requiring modifications to many components of the emergency communications infrastructure. The FCC Public Safety and Homeland Security Bureau describes the effort as follows:

> The National Highway Traffic Safety Administration (NHTSA), under the U.S. Department of Transportation, was established in 1970 to carry out public safety programs. The ENHANCE 911 Act of 2004 authorized NHTSA and the National Telecommunications and Information Administration to establish a national 9-1-1 Implementation Coordination Office to administer a grant program for Public Safety Answering Points (PSAPs). The Office reports implementation progress, makes recommendations to Congress on E 9-1-1 needs, and administers new federal cost-share grants to state and local E 9-1-1 agencies for implementation and operations.
>
> The Next Generation 9-1-1 Initiative is a research and development project to help define the system architecture and develop a transition plan to establish a digital, Internet Protocol (IP)-based foundation for the delivery of multimedia 9-1-1 "calls." (From FCC Website)

**Q. You mentioned that it is currently being developed. Is it available today?**

A. No. At a recent conference hosted by the FCC, Roger Hixson, technical issues director for the National Emergency Number Association ("NENA") was quoted in

the in the February 6, 2008 TRDaily publication as saying that 60-65% of the standards worked remained and that the industry was at least one to one and a half years away from a fully deployable NG-911 system. The conference was video taped and is currently available on the FCC website. I have also attached the NG-911 timeline currently available on the NENA website as Maples Exhibit JMM-11. In addition, on January 16, 2008 the U.S. Department of Transportation announced that it had selected five PSAPS to participate in a proof of concept for its NG-911 initiative, which is a two-year, $11 million effort dedicated at establishing a national architecture.

**Q. If the NG-911 network is not available today, how can providers advertise and sell it?**

A. While the complete, standardized NG-911 network is not available, select components can be implemented, and it is possible for individual vendors to have unique, non-standard solutions, that they have developed. For example, the connections between the Wireline E911 Network components could be provisioned over IP, positioning the network for ultimately transitioning to the NG-911 network; however, 9-1-1 calls would have to be converted from TDM to IP. Network redundancy could be implemented if it is not present, as well as enhanced connectivity between PSAPS.

**Q. What is Embarq doing in this regard?**

A. Embarq is deploying the IP infrastructure that will be needed to connect the new components and take advantage of the new capabilities.

**Issue 1(b) Of the services identified in [Issue 1](a), for which, if any, is Embarq required to offer interconnection under Section 251(c) of the Telecommunications Act of 1996?**

**Q. What is Embarq's overall position on this issue?**

A. My response to Issue 1(a) describes six different scenarios for 9-1-1 calling in detail. The first three scenarios (Exhibits JMM-1, JMM-2, and JMM-3) are subject to 251(c) negotiations and the last three scenarios (Exhibits JMM-4, JMM-5 and JMM-6) are subject to 251(a) commercial negotiations.

**Q. What is the interconnection requirement in Section 251(c) of the Telecommunications Act of 1996?**

A. Section 251(c) of the Act reads as follows:

(2) Interconnection - The duty to provide for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network -

(A) for the transmission and routing of telephone exchange service and exchange access;

(B) at any technically feasible point within the carrier's network;

(C) that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection; and

(D) on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of the agreement and the requirements of this section and section 252.

**Q. What is interconnection?**

A. The FCC has defined interconnection as the physical linking of two networks for the mutual exchange of traffic (47 USC §51.5).

**Q. Does the obligation in section 251(c) apply to all telecommunications carriers?**

A. The obligation only applies to Incumbent Local Exchange Carriers ("ILECS") such as Embarq. Other telecommunications carriers such as CLECs and CMRS providers have a general obligation to interconnect pursuant to section 251(a) of the Act. VoIP providers do not have currently have interconnection rights directly under these statutes due to the uncertainly surrounding the regulatory classification of VoIP service.

**Q. Does this 251(c) interconnection obligation for ILECs include all types of traffic?**

A. No. The obligation only extends to telephone exchange service and exchange access. For example, interexchange carriers are explicitly prohibited from seeking interconnection under section 251(c) for the exclusive provision of interexchange services.

**Q. What is telephone exchange service?**

A. Telephone exchange service is "(A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service" (47 USC §153(47)).

**Q. What is exchange access?**

A. Exchange access is "the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services "(47 USC §153(16)).

**Q. What is telephone toll service?**

A. Telephone toll service is "telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service" (47 USC §153(48)).

**Q. What is 9-1-1 service?**

A. When end users dial 9-1-1 and are connected to a PSAP they receive a specialized, unique service that results in the dispatch of the appropriate emergency personnel to their location in response to a call. The 9-1-1 communications infrastructure, or Wireline E911 Network, is a separate network that is interconnected with the PSTN (47 CFR§9.3) and the E911 service provided over this network is a combination of telecommunications as well as information services. The FCC recognized this when it refused to include the information components of 9-1-1 service in universal service funding, as explained in the following excerpt from the FCC's USF Order (**emphasis added**):

> Consistent with the Joint Board's recommendation, we support the telecommunications network components necessary for access to 911 service and access to E911 service, but not the underlying services themselves, which combine telecommunications service and the operation of the PSAP and, in the

case of E911 service, a centralized database containing information identifying approximate end user locations. As noted by the Joint Board and commenters, the telecommunications network represents only one component of 911 and E911 services; local governments provide the PSAP and generally support the operation of the PSAP through local tax revenues. **We conclude that both 911 service and E911 service include information service components that cannot be supported under section 254(c)(1), which describes universal service as "an evolving level of telecommunications services."** Accordingly, we include only the telecommunications network components necessary for access to 911 and E911 services among the services that are supported by federal universal service mechanisms. (¶ 74, FCC USF Order, FCC 97-157, May 8, 1997)

The issue is further complicated when one considers the fact that the FCC has consistently refused to define interconnected VoIP service as either an information service or a telecommunications service and has been using its ancillary jurisdiction to impose social obligations, such as 9-1-1 calling, on VoIP providers. So, when a VoIP customer dials 9-1-1, the call certainly does not fall under either telephone exchange or exchange access. Similarly, the multimedia capabilities that will be included in the NG-911 network such as video and texting are not telecommunications services.

**Q. But what about normal wireline and wireless 9-1-1 calling?**

A. Emergency calls from end users to the PSAP are jurisdictionally agnostic and the concept of exchange is essentially irrelevant. That is, emergency service calls are not considered either local or long distance (i.e., exchanges are irrelevant) for

compensation purposes. They generally originate and terminate within a state, but not necessarily, and they flow in only one direction (end user to PSAP). Emergency service calls are directed to the PSAP based on the geographic location of the customer originating the call rather than based upon the number called (keeping in mind that the number dialed is universally "911," which terminates to the applicable PSAP). Intercarrier compensation does not apply to these calls. In other words, carriers do not charge originating or terminating switched access for these calls to each other or to any third party (such as an interexchange carrier) or to the end user placing the call. E911 calls are also not considered 251(b)(5) traffic subject to reciprocal compensation. The cost of providing E9-1-1 service is largely paid for by government agencies (VoIP 911 Order, ¶18) and when the FCC discussed E9-1-1 interconnection in the context of requiring interconnected VoIP providers to provide E9-1-1 service, the FCC did not hold that interconnection for such calls was governed by §251(c)(2). Instead, the FCC stated that such interconnection was pursuant to §251(a) (VoIP 911 Order, ¶38 and footnote 128).

**Q. Are you claiming that 9-1-1 calls are neither telephone exchange or exchange access and if that's the case, what are they?**

A. Yes, based upon the FCC's treatment of E911 service, as described above, the unique, separate identity of the Wireline E911 Network, the jurisdictionally agnostic nature of the one-way E911 traffic that uses a universally dialed number for routing to PSAPs, and other characteristics that I have described, I am claiming that 9-1-1 calls are neither telephone exchange nor exchange access but are in fact a separate category of traffic. I've already shown above that section 251(c) does not encompass all types of traffic and neither is it necessary to do so to ensure interconnection. A 9-1-1 call is

unique and, while creative interpretation can be used to shoe horn 9-1-1 calls into the telephone exchange category, I do not believe that it is the correct or only policy interpretation. If 9-1-1 calls are telephone exchange traffic they cannot also be exchange access traffic since exchange access is used to provide telephone toll service. A single call cannot be both local and toll, and if 9-1-1 calls are indeed telephone exchange traffic then why have reciprocal compensation arrangements not been applied? Furthermore, if 9-1-1 calls are telephone exchange traffic how can this Commission determine that a VoIP 9-1-1 call is telephone exchange when the FCC has asserted its right to make that determination and has repeatedly refused to define VoIP as either telecommunications or information?

**Q. But didn't you say above in the discussion on Exhibit JMM-1 that when Embarq provided the Wireline E911 Network to the PSAP then CLECs established 9-1-1 connectivity to that network at the same time they established the other interconnection trunks? Hasn't Embarq agreed in earlier filings in this proceeding that these arrangements are subject to 251(c)?**

A. Yes, Embarq has agreed to include the terms and conditions for interconnection with its Wireline E911 Network along with the terms for other types of interconnection trunks in a single 251(c) interconnection agreement. There are two primary reasons for this. First, in situations where Embarq provides the Wireline E911 Network components to the PSAP Embarq has an obligation as an ILEC to provide unbundled access to the 9-1-1 databases (MSAG and ALI) pursuant to section 251(c)(3) of the Act (Title 47 C.F.R. §51.319(f)). This includes downloads of the MSAG to the CLEC for their use in validating customer addresses and it also includes the capability to upload end user ALI records to the Embarq ALI through the database management

system. The terms and conditions governing this arrangement clearly belong in a 251(c) agreement. Secondly, the installation of dedicated 9-1-1 trunks, while important, is a small component of the over all interconnection arrangement between Embarq and a connecting carrier that is exchanging *non*-emergency traffic with Embarq, and its just common sense to include it in the overall discussion of how the parties will interconnect. Embarq has consistently done this for the arrangements depicted in Exhibits JMM-1 and JMM-2.

**Q. What if Intrado only provides the wholesale ALI Database Management services in these two scenarios? Is this still subject to a 251(c) agreement?**

A. The FCC recently addressed wholesale service arrangements stating that wholesale providers of telecommunications services "are telecommunications carriers for the purpose of sections 251(a) and (b) of the Act, and are entitled to the rights of telecommunications carriers under that provision" (DA 07-709, Released 3/1/2007, ¶1, *Time Warner Decision*). It must be noted that the FCC did not address any entitlements under section 251(c). Furthermore, in this situation Intrado's only function is that of a Database Management System Administrator, which is an information service and not a telecommunications service. In its initial Response to Intrado's petition for arbitration, Embarq argued that these arrangements should be commercially negotiated; however, Embarq has revised its position and this point and will agree (and does not oppose in this proceeding) to provide Intrado access to E911 databases pursuant to section 251(c)(3) of the Act when Intrado provides wholesale database management system services to other telecommunications carriers as depicted in Exhibits JMM-1 and JMM-2.

**Q. What about the VoIP scenario, as depicted in Exhibit JMM-3?**

A. Embarq currently has a commercial agreement with an Intrado's affiliate that provides the affiliate with access to Embarq's 9-1-1 databases as well as access to Embarq's selective routers so that the affiliate can supply service to VoIP providers. A copy of the commercial agreement is included as Exhibit JMM-7. The Time Warner decision referenced immediately above also applies to wholesale telecommunications services that are sold to VoIP providers, and the existing commercial arrangement that Embarq has with Intrado's affiliate is consistent with FCC's finding that wholesale telecommunications providers "are telecommunications carriers for the purpose of sections 251(a) and (b) of the Act". As such, Embarq has a legitimate basis for asserting that section 251(c) does not cover such wholesale arrangements on behalf of VoIP service providers, but Embarq is willing to include this scenario in a 251(c) agreement with Intrado for the sake of efficiency, notwithstanding the position that Embarq initially stated in its Response to Intrado's Petition for arbitration.

**Q. Is the network arrangement that is depicted in Exhibit JMM-4 subject to section 251(c) interconnection?**

A. No. The network arrangement depicted in Exhibit 4 is a peering arrangement between two separate Wireline E911 Network providers that allows 9-1-1 calls to be redirected from one PSAP to another PSAP via the inter selective router trunking. In addition to dedicated trunking between selective routers, it is also possible to establish data connections between the two ALI databases so that the PSAP that receives the forwarded call also has access to the 9-1-1 caller's personal information. This is another form of an ALI steering arrangement.

These types of configurations are not between competing emergency service providers who are operating within the same geographic area; rather, they are arrangements established between peers who are providing service to different PSAPs in adjacent areas in which one emergency service provider is identified as the primary provider and the other as secondary provider. Such arrangements are not developed in a vacuum but require the cooperative efforts of multiple parties, including each of the participating Wireline E911 Network providers, public safety authorities, and state and local governments. As Intrado states it in its Florida price list at §5.2.11, "When the 9-1-1 Routing feature is provided, the Customer is responsible for identifying primary and secondary PSAPs…"

Apart from the inapplicability of 251(c), it would not be good public policy to subject these peering arrangements to the adversarial arbitration process. Embarq already has an established practice of implementing such router to router connections with other Wireline E911 Network providers, generally ILECs. Embarq also has ALI steering arrangements with wireless and VoIP 911 database management system providers, although it does not have any ALI steering arrangements with any other Wireline E911 Network provider. The terms and conditions of these existing arrangements are contained in commercial agreements or tariffs, not pursuant to 251(c) interconnection agreements.

**Q. Do you have any examples of commercial agreements that you have with other Wireline E911 Network providers?**

A. Yes. Embarq has an agreement with a CLEC in Indiana that was recently negotiated for this type of arrangement. Exhibit JMM-8 is a redacted copy of that document.

The peering arrangements that Embarq has established in Florida with AT&T and Verizon are verbal agreements that are established and managed by emergency service professionals for both companies. Each party bills the PSAPS pursuant to the approved tariffs that they have filed with the Commission.

**Q. Are the commercial agreements that Embarq has with other CLECs for these types of arrangements consistent with the position taken by Embarq in this arbitration, or are there any aspects of such agreements that need to be explained in light of Embarq's position here?**

A. The agreements are consistent. The commercial agreements can vary based on each state's regulations regarding 9-1-1 funding. In some cases the primary provider could bill the PSAP for both its own and the secondary provider's charges; however, the principles are the same.

**Q. What about the configurations depicted in Exhibits JMM-5 and JMM-6? Are they subject to section 251(c) of the Act?**

A. No, they are not. In these scenarios Intrado provides the Wireline E911 Network to a PSAP that provides emergency services to Embarq's end users. That means that Intrado provides the selective routing as well as the database management services for the PSAP, and Intrado also controls access to that PSAP. It also means that Embarq has to request access to Intrado's Wireline E911 Network since Embarq has a legal obligation to provide 911 dialing to its end users. Under such circumstances, Embarq would therefore need to negotiate connections between its switches or selective router and Intrado's selective router, obtain downloads of the official MSAG from Intrado, and also arrange for the ability to load Embarq's end user location information into the official ALI database maintained by Intrado – just like any other requesting carrier.

In the situation depicted in Exhibits JMM-5 and JMM-6, Embarq does not control access to the Wireline E911 Network, Intrado does. Embarq is not in the driver's seat, Intrado is. It is the exact reverse of the situation that was intended to be addressed by section 251(c) by imposing additional obligations on ILECs to assist market entry by competitive carriers. It is not a competitive situation in the sense of multiple providers operating within the same serving area at the same time. Every carrier with end users in the PSAPS serving area must come to Intrado in order to enable 9-1-1 calling.

Furthermore, the obligations of section 251(c) do not apply to Intrado. Every other carrier negotiating the mandatory interconnection with Intrado would do so under section 251(a). It therefore makes sense for Embarq to request interconnection with Intrado for access to the Wireline E911 network under the same general obligation found in section 251(a) of the Act. There is no good public policy reason to treat Embarq differently under these circumstances.

**Q. Although you have addressed interconnection under section 251(c), what about access to unbundled network elements? Doesn't that fall under 251(c)?**

A. Question 1(b) refers to "services" that might be offered by Intrado, which might involve the use of unbundled network elements, but the phrasing of the question refers specifically to "interconnection.". Specifically, Question 1(b) reads as follows:

> **1(b) Of the services identified in (a), for which, if any, is Embarq required to offer interconnection under Section 251(c) of the Telecommunications Act of 1996?**

The FCC defines interconnection as "the linking of two networks for the mutual exchange of traffic". The ILEC obligation to unbundle its network falls under

251(c)(3) and is described as providing non-discriminatory access, but this is not the same as interconnection. The issues and obligations are not identical. Nevertheless, Embarq will address network elements in the context of Issue 1 below.

**Q. What are network elements?**

A. A network element is a discrete component of the network. An example of a network element is a local loop.

**Q. What is unbundled access?**

A. Unbundled access is an arrangement whereby a CLEC is able to connect to the network element and use it to provide a telecommunications service.

**Q. Can the CLEC use an unbundled network element to provide any telecommunications service?**

A. No. The FCC explicitly forbids the exclusive use of network elements for mobile wireless service or interexchange service. (§51.309(b))

**Q. What about the use of unbundled network elements for information services?**

A. Carriers cannot use network elements exclusively for providing an information service (Title 47 C.F.R. §51.100(b)).

**Q. But isn't an information service provided via telecommunications?**

A. Under the Act "telecommunications" is not the same as "telecommunications service." Telecommunications is simply the transport mechanism over which the information service is delivered.

**Q. What if another carrier sells the "telecommunications" component to the information service provider? Isn't that providing a telecommunications service?**

A. If that interpretation were allowed it would nullify the exclusive use prohibitions that the FCC has established. It would jeopardize the access regime that subsidizes many other services and effectively eliminate it overnight. A simple syllogism proves the point.

- A network element cannot be used to exclusively provide an information service.
- An information service is always provided via telecommunications.
- Therefore a network element cannot be used to provide telecommunications exclusively for an information service.

**Q. Why is this discussion relevant?**

A. As the FCC has indicated in paragraph 74 of the USF Order referred to previously, emergency service is a combination of telecommunications and information services, and the actual service provided to the end user making the 911 call is emergency care delivered by emergency professionals. Interconnected VoIP customers call 9-1-1 today, and that service has yet to be classified as either telecommunications or information. And as stated above, the NG-911 network will evolve the emergency services network to include video and texting and other forms of information service. It will become more information rich, communicating more and more information to the PSAP and between emergency service providers. Network elements are available for telecommunications services, not information services, and the only network elements that are available today under applicable FCC regulations may not even be the best solution for the NG-911 infrastructure.

**Q. Please explain why the current list of network elements may not be the best solution for the NG-911 infrastructure.**

A. The list of network elements that ILECS are required to unbundle is relatively short. The primary transmission elements are: copper loops, hybrid loops, DS1 loops, DS3 loops, DS1 dedicated transport, DS3 dedicated transport and dark fiber transport. ILECS do not have to unbundle any packet network elements, such as frame, ATM, IP or Ethernet, which are likely to be infrastructure of choice for connecting the NG-911 components.

**Q. What about fiber loops and other network elements such as selective routers?**

A. ILECS do not have to provide unbundled access to dark fiber loops or any switching network elements such as selective routers.

**Q. What about the obligation to unbundle the 9-1-1 databases?**

A. When Intrado is designated by the PSAP as the primary emergency service provider, Embarq does not own or control the official 9-1-1 database (ALI and MSAG), and therefore Embarq does not have anything to provide pursuant to 251(c)(3).

**Q. So, is it Embarq's position that the Commission should not require ILECS to offer unbundled access to network elements to a CLEC that is designated by the PSAP as the primary emergency service provider?**

A. Yes. Unbundled access is not required (other than 911 databases, which are not relevant when a CLEC is designated as the primary E911 emergency service provider). Such unbundled elements certainly do not provide access to the latest technology for the NG-911 network.

**Q. If relevant network elements are not available, then how can companies such as Intrado provide competitive 9-1-1 services?**

A. First, the obligation to provide unbundled access to network elements does not turn on one company's specific business plan, but concerns the more general circumstances of a reasonable efficient competitor considering all potential revenue sources (FCC 04-290, Released 2/4/2005, *TRRO*, ¶¶24-26). Second, the intent of the 1996 amendments to the Communications Act was to open up the local exchange markets and stimulate facilities-based competition (TRRO, footnote 48). This intent envisions many customers with several providers vying for their business. This scenario is not a description of the emergency services market where there is one customer (the PSAP) per county (or perhaps even one per state) and it is no small matter for the customer to change service providers. In addition, once the PSAP selects a provider, there is a legal obligation placed upon all other voice providers operating within the geographic bounds of the PSAP's serving territory, to obtain interconnection with the emergency services provider. Intrado is not dependent upon unbundled access to collocate its equipment in Embarq's central offices pursuant to Embarq's tariffs or to secure a wide variety of products and services from Embarq (including frame, ATM, IP, and Ethernet) to connect its equipment with various PSAPS and other entities.

**Issue 1(c) Of the services identified in (a), for which, if any, should rates appear in the ICA?**

**Issue 1(d) For those services identified in 1(c), what are the appropriate rates?**

**Q. What are the services and rates that are applicable to the services depicted in Exhibits JMM-1, JMM-2 and JMM-3?**

A. The services illustrated in Exhibits JMM-1, JMM-2 and JMM-3 are the standard arrangements between Embarq and a connecting carrier when Embarq has been designated by the PSAP as the primary provider of the Wireline E911 Network, and the connecting carrier seeks interconnection under 251(c)(2) for the purpose of exchanging telephone exchange and exchange access traffic and to fulfill the connecting carriers obligation to provide its end users with access to 911 service. The connecting carrier secures transport facilities from its central office to the Point of Interconnection (POI). In the case of 9-1-1 service, the POI is the selective router, and connecting carriers usually order access service subject to the applicable rates found in Embarq's tariff. Embarq also charges a port fee for connection to the selective router, which is included on the price list that Embarq provided to Intrado. Exhibit JMM-12 is a copy of the price list that was provided to Intrado during negotiations.

**Q. Does Embarq charge the connecting carrier for any other services?**

A. Embarq does charge for MSAG downloads under the circumstances depicted in Exhibits JMM-1, JMM-2 and JMM-3, consistent with the obligation for ILECs to provide unbundled access to the 9-1-1 database network element; but there are no other 911 related charges. The price for the MSAG download is the same as the "SIG Database Extract Report." SIG stands for "Street Index Guide" and is a reference to Embarq's internal address system.

**Q. What about the medium that connects the connecting carrier's provisioning systems and Embarq's database management system?**

A. The connecting carrier is responsible for securing the connectivity that is needed. One of the primary ways that this is accomplished is by transferring files to the IP address of Embarq's database management system gateway over the Internet.

**Q. Does this apply even if the connecting carrier hires Intrado to manage that functionality for them?**

A. Yes. Embarq will provide access to companies that are providing 9-1-1 wholesale services to other carriers on the same basis as the carriers themselves.

**Q. Does the connecting carrier charge Embarq for any service?**

A. No.

**Q. What services and rates are involved in the arrangements depicted in Exhibit JMM-4?**

A. In peering arrangements such as these between two separate Wireline E911 Network providers, the costs for the services that are provided are charged to the PSAPS that receive the benefit of the additional functionality and that are being served by both companies. The PSAPS are responsible for funding the Wireline E911 Network, which includes the selective routers and ALI databases, and this linkage between the selective routers and/or between the ALI databases of two adjacent providers is part of that emergency network, not the PSTN. Peering arrangements such as these are quite frequent in Primary/Secondary scenarios and are not undertaken until all stakeholders (network providers, government entities, PSAPS, and others) agree on all aspects, including billing.

for Embarq to interconnect with Intrado should be negotiated between the parties in a commercial agreement and should not included in a 251(c) agreement; however, there are additional disagreements between Embarq and Intrado beyond that threshold issue, as I will discuss further below. With respect to issue 2(b), the dispute is with the terms proposed by Intrado at 55.1.3, which includes both Scenarios 2(a) and 2(b), as described in Embarq's Response to Intrado's Petition. The terms proposed by Intrado at 55.1.3 incorporate the language proposed by Embarq at 55.1.3.

**Q. What do Embarq and Intrado disagree on?**

A. There are three primary areas of disagreement One of the primary differences reflected in the competing language proposed by each Party in Section 55.1.3 of the ICA, as shown in Exhibit JMM-9, involves the threshold issue concerning the inapplicability of 251(c) to the situation described in Issue 2(a), as discussed above. The second primary area of disagreement is whether or not Embarq can use its selective routers to determine where to route 9-1-1 calls that are originated by Embarq's end users, including use of Embarq's selective router to direct the calls to Intrado. That is the focus of the dispute over the phrase that Embarq proposes to includes in 55.4.1 and 55.4.4. The language proposed by Intrado at 55.4.4 "but will not selectively route the end office traffic before termination to the Intrado Comm Network" and the language proposed by Intrado at 55.4.7.1 and 55.4.7.3 "When Embarq is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a Wire Center" is intended to deny Embarq the right to use its selective routers as a means of determining where to send Embarq's end user 9-1-1 traffic.

**Q. What does Intrado want Embarq to do with respect to the routing of 911 calls from Embarq's end users to Intrado's selective router?**

A. Intrado is demanding that Embarq must use class marking instead of inter-tandem or inter-selective router trunks.

**Q. What is class marking?**

A. Class marking is a manual process in which each end user's telephone number is programmed in the serving central office to switch to a specific 9-1-1 trunk group when the end user dials 9-1-1. The 9-1-1 trunk group is connected directly to a selective router, which takes the 9-1-1 call and switches it to the appropriate PSAP. When a single switch supplies dial tone to a large area that is served by multiple PSAPs class marking requires separate 9-1-1 trunks for each PSAP. For example, if Embarq has a host switch that provides local service to customers in 10 counties with 10 different PSAPS, class marking would require Embarq to establish 10 different sets of 9-1-1 trunks, one set for each PSAP, as well as to manually program each end user's line. If Embarq has combined 9-1-1 trunks which are already established to an Embarq selective router, and that router is already determining which of the 10 PSAPS to route the 9-1-1 call to, Embarq could provide the same functionality with a single trunk group from its selective router to Intrado's selective router. Intrado's proposed language would have Embarq modify its local service provisioning processes nationwide and incur the additional costs of re-engineering and installing new 9-1-1 trunks and transport throughout its network for no legitimate reason.

**Q. Is the way Embarq uses selective routing consistent with industry practice?**

A. Absolutely. The whole purpose of selective routing is to be able to serve multiple PSAPs with a single switch and to determine which PSAP to route 9-1-1 calls to.

**Q. Is using selective routing more efficient than class marking?**

A. Yes. NENA describes class marking as follows in one of its tutorials: "Class marking in the end office is typically a manual process, and error prone in comparison to mechanized Selective Routing control." It is more efficient to use less trunking rather than more, and using selective routing does not introduce any additional points of failure when compared to class marking.

**Q. Does Embarq do inter-selective routing today?**

A. Yes. Embarq has inter-tandem connections from its Leesburg, Ft. Myers and Tallahassee tandems to AT&T (Leesburg, Ft. Myers and Tallahassee) and Verizon (Ft. Myers).

**Q. You referred to three areas of disagreement. What is the last area of disagreement?**

A. The third area is in regards to the terms and conditions proposed by Intrado at 55.4.7.2. Embarq recommends that they be deleted in their entirety. The terms depict a situation where Embarq has a wire center that is served by multiple PSAPS and it has no means of segregating its end users' 9-1-1 calls between the two PSAPS and sends all of its end users' 9-1-1 calls to Intrado's selective router for that purpose. Intrado will route the call directly to the PSAP if Intrado serves the PSAP, but if the PSAP is served by another 9-1-1 provider, Intrado will forward the call to the other provider's selective router. In this situation Intrado would be acting as the Primary provider and the other entity would be acting as the Secondary provider (see 55.4.7.1). The terms proposed by Intrado state that Embarq must reimburse Intrado for any costs that Intrado incurs for handing the call off to the Secondary provider. It is Embarq's

experience that Primary and Secondary providers recover their costs directly from the PSAPS that are involved instead of billing connecting companies. These types of terms are included in the commercial agreement that is attached to my testimony as Exhibit JMM-8 and are consistent with the 911 funding mechanisms established in the Florida Statutes. I view Intrado's proposed language as an attempt to inappropriately shift costs from PSAPS to connecting carriers, thereby giving the appearance that Intrado provides lower cost services to the PSAPs, when in fact such costs have simply been shifted, not eliminated. Intrado appears also to be pursuing this type of cost-shifting and redefinition of 911 funding in its Petition for Declaratory Statement filed in Docket No. 080089-TP (in which Embarq has filed pleadings to intervene and oppose). Furthermore, Intrado offers no quantification of what these costs are or how much they might be.

**Issue Number 3:**

**What terms and conditions should govern points of interconnection (POIs) when:**

**(a) Intrado is the designated 911/E911 service provider?**

**(b) Embarq is the designated 911/E911 service provider?**

**(c) Intrado requests the use of a mid-span meet point? (see number 8 below)**

**Q. What is the dispute between the parties under Issue 3?**

A. Please refer to Exhibit JMM-9 which displays the competing terms and conditions proposed by the parties in connection with Issue 3, and which highlights the specific differences. There are four areas that I will address in connection with Issue 3. First, Intrado has stricken some of Embarq's standard terms and conditions that are intended for carriers that actually provide local and long distance calling to end users and want

to establish a POI for that purpose. Intrado has done so even though Intrado's own price list shows that it does not provide local and long distance calling. While the standard terms offered by Embarq are crafted to address how networks are actually designed and connected, it is true that some of them could be modified or waived to conform to some of the prior decisions of this Commission. Embarq will therefore agree to strike the last sentence in 55.2.1 and strike its proposed language at 55.2.1(a) and 55.2.1(c). That leaves unresolved the dispute over Intrado's proposed language at 55.2.1(a) and Embarq's counter proposal at 55.2.1(d), as well as Intrado's proposed terms at 55.2.1(c), and the competing terms for 55.2.4.

**Q. What is the dispute between Intrado's proposed language at 55.2.1(a) and Embarq's counter proposal at 55.2.1(d)?**

A. The terms proposed by Embarq are intended to address the situations depicted in Exhibits JMM-1, JMM-2, and JMM-3 (all related to Scenario 1 described in Embarq's Response) and to recognize that the POI for connecting to the Wireline E911 Network is at the selective router. Intrado's proposed terms refer to the reciprocal exchange of 9-1-1 calls, which contemplates that the POI would be utilized in connection with other scenarios (i.e., where Intrado is the primary E911 provider) that should be the subject of a commercial agreement, not a 251(c) agreement. In addition, Intrado's language states that the POI is not necessarily at the selective router.

**Q. What is the basis for Embarq's position that the POI should be at the selective router?**

**A.** There are two basic reasons. First, the FCC has determined that the selective router is the logical point of demarcation between the PSTN and the Wireline E911 Network and, second, it is well established industry practice.

**Q. Where did the FCC make that determination?**

**A.** The Wireless Telecommunications Bureau issued a decision to this effect in May 2001. The decision was challenged and the FCC released an Order on Reconsideration on July 24, 2002 (*FCC 02-146, King County Reconsideration Order*) stating that, "We find that the cost-allocation point for E911 implementation should be that point at which the system identifies the appropriate PSAP and distributes the voice call and location data to the PSAP (¶1)". The agency spells this out in more detail in paragraph 4 of that same order stating that the 9-1-1 selective router is the proper demarcation point. This decision is consistent with the FCC's definition of interconnection which I quoted earlier in my testimony and the fact that the POI delineates the financial responsibility for the connecting carriers. In other words, each carrier bears the costs of getting to the POI. With respect to 9-1-1 service, the Wireline E911 Network provider is responsible for and recovers the costs of the network components, including the selective router, from the PSAP and the connecting carrier is responsible for getting its end user's 9-1-1 calls to the selective router.

**Q. But isn't the *King County Reconsideration Order* just addressing wireless carrier access to the 9-1-1 network?**

**A.** While the decision was specific to the FCC's order to deploy wireless 9-1-1 capabilities it is a reasoned approach and is consistent with the later VoIP 911 order

defining the Wireline E911 Network as separate from, but connected to the PSTN. Furthermore, the Florida statute defining the costs that can be recovered from the state E911 fee (Section 365.172(9)) includes the components of the Wireline E911 Network.

**Q. You stated above that establishing the POI at the selective router is well established industry practice. What proof do you have of that?**

A. I've been involved in 251(c) contract negotiations with CLECs and other carriers since 1996 and this is the first time that Embarq has had to arbitrate this issue (including when Embarq was formerly known as Sprint). It has been, up to this point, a non-controversial, accepted concept and it is also the position that Embarq has taken when the parties have discussed Embarq's connection with Intrado's selective router for the provision of 9-1-1 calling to Embarq end users, which Embarq submits should occur in the context of a commercial agreement.

**Q. Does that mean that you agree with the terms that Intrado has proposed at 55.2.1(c), when it provides selective routing to the PSAP?**

A. No. The terms proposed by Intrado at 55.2.1(c) do not establish a POI but instead point to section 55.4, which includes some language proposed by Intrado at 55.4.2 stating that the POI will be a mutually agreed location. Embarq's primary opposition to this language is that it contemplates the network configurations that are illustrated in Exhibits JMM-5 and JMM-6 (and potentially Exhibit JMM-4), which should be negotiated in a commercial agreement pursuant to 251(a). Since Embarq's proposed language actually benefits Intrado, I can only assume that Intrado is envisioning some form of meet point arrangement and that Intrado has drafted its proposed language

with that in mind Even so, in a meet point arrangement the POI would be at the selective router.

**Q. Does Embarq have an obligation to enter into meet point arrangements for 251(c) agreements?**

A. Yes, and the terms that Embarq proposes at 55.2.4 provide for that possibility; however, Intrado has struck key words from Embarq's language creating terms that go far beyond what the FCC envisioned for these types of arrangements. Intrado's proposed changes are nothing more than a bald attempt at forcing Embarq to subsidize Intrado's business plan.

**Q. How does the FCC define a meet point arrangement?**

A. The definition of a meet point and meet point arrangement are included in the Code of Federal Regulations (§51.5) as follows:

> A **meet point** is a point of interconnection between two networks, designated by two telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
>
> A **meet point interconnection arrangement** is an arrangement by which each telecommunications carrier builds and maintains its network to a meet point.

**Q. How do companies decide whether or not to enter this type of arrangement?**

A. Companies enter into meet point arrangements when there is a mutual benefit; that is, both parties receive enough benefit from the interconnection to justify their costs of implementation. The FCC described it this way in the Local Competition First Report and Order (FCC 96-325, Released 8/8/96):

> Consistent with this view, other methods of technically feasible interconnection or access to incumbent LEC networks, such as meet point arrangements, in addition to virtual and physical collocation, must be available to new entrants upon request. Meet point arrangements (or mid-span meets), for example, are commonly used between neighboring LECs for the **mutual exchange** of traffic, and thus, **in general**, we believe such arrangements are technically feasible. (¶553, **Emphasis Added**)

The FCC goes on to say later in that same paragraph that "the incumbent and the new entrant are co-carriers and each gains value from the interconnection arrangement." Embarq interprets the phrase "mutual benefit" to mean that traffic at the meet point flows both directions over the facility and that amount of such traffic is roughly balanced.

**Q. What is the basis for the interpretation that the traffic should be roughly balanced?**

A. It's based on logic and fundamental fairness. If the traffic is roughly balanced it means that both parties are using the same amount of capacity over the route, which is directly related to cost, and therefore to value or benefit. If one party uses more capacity on the facility that party is receiving more value. Intrado's proposed conditions do not recognize this and, thus, unfairly skew the terms in Intrado's favor.

**Q. How is Intrado's proposed language skewed in its favor?**

A. First, Intrado replaces the opening phrase "When the Parties choose" with "When Intrado COMM requests", which essentially removes any vestige of mutual benefit, especially when coupled with Intrado's later edits. Second, Intrado strikes the

following sentence "The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced", which means that Intrado is asking this Commission to give it the right to force Embarq to build out to a meet point when all of the value of that arrangement accrues to Intrado and none to Embarq. And finally, Embarq's proposed terms limits its build out obligation to 50% of the route length or to the exchange boundary, whichever is less, while Intrado proposes to remove the exchange boundary limitation. What this effectively means is that Intrado believes that it should have the right to locate its equipment in, say, Miami and force Embarq to incur transport costs half way between Miami and Embarq's exchange boundary in Winter Park (a distance of 236 miles), solely at Intrado's discretion, and solely for Intrado's benefit.

**Q. What did the FCC say regarding build out obligations for meet points?**

A. The FCC's discussion on this issue is included in that same ¶553 from the Local Competition First Report and Order, which states the following:

> Further, although the creation of meet point arrangements may require some build out of facilities by the incumbent LEC, we believe that such arrangements are within the scope of the obligations imposed by sections 251(c)(2) and 251(c)(3). **In a meet point arrangement, the "point" of interconnection for purposes of sections 251(c)(2) and 251(c)(3) remains on "the local exchange carrier's network"** (*e.g.*, main distribution frame, trunk-side of the switch), and the **limited build-out** of facilities from that point may then constitute an accommodation of interconnection.*(see ¶198- fn 1347 See, supra* Section IV.E., above, discussing accommodation of interconnection.*)* In a meet point arrangement each party pays its portion of

the costs to build out the facilities to the meet point. We believe that, although the Commission has authority to require incumbent LECs to provide meet point arrangements upon request, **such an arrangement only makes sense for interconnection pursuant to section 251(c)(2) but not for unbundled access under section 251(c)(3).** New entrants will request interconnection pursuant to section 251(c)(2) for the purpose of exchanging traffic with incumbent LECs. In this situation, the incumbent and the new entrant are co-carriers and each gains value from the interconnection arrangement. **Under these circumstances, it is reasonable to require each party to bear a reasonable portion of the economic costs of the arrangement.** In an access arrangement pursuant to section 251(c)(3), however, the interconnection point will be a part of the new entrant's network and will be used to carry traffic from one element in the new entrant's network to another. **We conclude that in a section 251(c)(3) access situation, the new entrant should pay all of the economic costs of a meet point arrangement.** Regarding the distance from an incumbent LEC's premises that an incumbent should be required to build out facilities for meet point arrangements, we believe that the parties and state commissions are in a better position than the Commission to determine the appropriate distance that would constitute the required **reasonable accommodation of interconnection. (Emphasis Added)**

The agency specifically refers to the build out obligation as "limited" and that it should be "reasonable". There is no question in my mind that the terms that Intrado is asking this Commission to approve do not meet these criteria. It is unreasonable to

expect Embarq to build facilities outside of its operating territory solely at Intrado's whim and for Intrado's sole benefit.

**Q. Why did you emphasize the references to section 251(c)(3) in the excerpt quoted above from the Local Competition Order?**

A. I did that to show that Embarq is not obligated to cover any costs for facilities between Embarq and Intrado for Intrado's use in accessing network elements pursuant to section 251(c)(3). Intrado is seeking such access and I wanted to make this point clear.

**Q. What about the reference to POI? Why did you emphasize that?**

A. Theses issues are framed in the context of "where is the POI"? Embarq takes the position that in the context of 9-1-1 service, the POI is at the selective router that serves the PSAP in question. Intrado's proposed language appears to suggest that in cases where a meet point arrangement is entered into that the POI might be somewhere else. The FCC's order contradicts that.

**Q. What about meet point arrangements that Embarq has with other ILECS?**

A. Embarq does have meet point arrangements with other ILECS and also other CLECS. The arrangements with other ILECS were established years ago (before the advent of competitive LECs) primarily for the purpose of IntraLATA toll calling as well as Extended Area Services (EAS), not 9-1-1 service. One of Embarq's concerns is that Intrado is arguing these issues in the context of facilities that would be used solely to provide 9-1-1 service only. Trunking facilities for 9-1-1 do not require large capacity

and in Embarq's view it would not be economically efficient to build out facilities solely for 9-1-1 purposes.

**Q. Can there be meet point arrangements that don't involve building out?**

A. Carriers buy "meet point" access facilities all of the time where the facility is jointly provisioned between two other providers. CLECs do that today to secure connectivity between their central office and Embarq's selective router. In these cases the meet point is between Embarq and the other carrier which is jointly provisioning the service to the leasing CLEC, and as pointed out above, the POI would still be at the selective router.

**Issue Number 4:**

**(a) Should specific terms and conditions be included in the ICA for inter-selective router trunking? If so, what are the appropriate terms and conditions?**

**(b) Should specific terms and conditions be included in the ICA to support PSAP-to-PSAP call transfer with automatic location information ("ALI")? If so, what are the appropriate terms and conditions?**

**Q. What is the disagreement between the Parties on this Issue No. 4?**

A. The primary dispute under Issue 4 is whether or not these terms should be in a 251(c) agreement or in a 251(a) commercial agreement. My testimony on Issue 1 above, with respect to the arrangements depicted in Exhibit JMM-4, presents Embarq's arguments for why a 251(a) commercial agreement is appropriate. A review of the terms and conditions contained in Exhibit JMM-9 will show that Embarq does not have any

technical dispute with Intrado over the terms that have been proposed by Intrado. Inter-selective routing involves not just the Wireline E911 Network providers, and all impacted parties should be involved in the planning and design of the emergency network. Embarq willingly enters into these types of arrangements today, but on a commercial basis.

**Issue Number 5:**

**Should the interconnection agreement include the terms and conditions under which Embarq orders services from Intrado? If so, what are the appropriate terms and conditions?**

**Q. Please describe the dispute between Embarq and Intrado?**

A. Exhibit JMM-9 displays the competing terms and conditions proposed by the parties on each of the issues highlighting the specific differences. The primary dispute between the parties on Issue 5 is directly related to the threshold issue of whether or not the terms and conditions for the network arrangements depicted in Exhibits JMM-5 and JMM-6 should be included in a 251(c) arrangement versus a 251(a) commercial arrangement. The terms proposed by Intrado at 72.14 are specific to the scenario where Intrado is designated by the PSAP as the primary 9-1-1 provider and Embarq must obtain access to Intrado's Wireline E911 Network. Embarq believes these terms should be negotiated in the context of a commercial agreement.

**Q. Does Embarq otherwise have any concerns with Intrado's proposed terms?**

A. The provisions proposed by Intrado are general, obligating Embarq to follow the ordering processes that Intrado posts on its website. Embarq has not investigated the

processes to determine if they are consistent with industry standards, such as those defined by ATIS (Alliance for Telecommunications Industry Solutions), which would be Embarq's preference. Unique processes that can unilaterally be changed are not efficient or in the best interests of the industry.

**Issue Number 6:**

**(a) What terms and conditions should be included in the ICA to address access to 911/E911 database information when Embarq is the designated 911/E911 service provider?**

**(b) What terms and conditions should be included in the ICA to address access to 911/E911 database information when Intrado is the designated 911/E911 service provider?**

**Q. What is the disagreement between the Parties on Issue No. 6?**

A. The first and perhaps primary issue is whether or not these terms should be in a 251(c) agreement or in a 251(a) commercial agreement. My testimony on Issue 1 above with respect to the arrangements depicted in Exhibit JMM-4 presents Embarq's arguments for why a 251(a) commercial agreement is appropriate. A review of the opposing terms and conditions contained in Exhibit JMM-9 will reveal three other areas of disagreement. The first area has to do with privacy and the use of ALI end user records, the second is over which entity "owns" those records and the third is a technical issue concerning Embarq's obligation to make significant modifications to its network in order to share records in the manner that Intrado demands.

**Q. Please describe the customer information in question.**

A. The customer information is the personal information that local exchange service providers acquire from their end users when they provide service to them. It includes what is commonly referred to as subscriber listing information, that is, the customer's name, address, and telephone number. All LECs must sell subscriber listings (not including non-public or unlisted numbers) to directory publishers upon request pursuant to section 222(e) of the Act. The ALI also currently includes Customer Proprietary Network Information ("CPNI"), such as the class of service and type of service, which are considered private. Additional personal information is likely to be added to the ALI (and possibly to the definition of CPNI) as the standards for the NG-911 network are completed and the future network is deployed.

**Q. What is the difference of opinion between Embarq and Intrado on the privacy and use of ALI records?**

A. The disputed terms are at 75.2.6(g) and 75.2.7(g) of the proposed contract (see Exhibit JMM-9). The language proposed by Embarq states that end user ALI information can only be used for the provision of 9-1-1 service, which is consistent with NENA recommendations. Intrado has modified the terms to say that confidentiality is not absolute but will be maintained "in accordance with CPNI rules" and that it may use the information to provide ""Emergency Services," "Emergency Notification Services," and "Emergency Support Services" as those terms are defined in the Wireless Communications and Public Safety Act of 1999 and as may otherwise be permitted under Section 222 of the Act." The Wireless Communications and Public Safety Act of 1999 amended Section 222 of the Telecommunications Act and did authorize the use of CPNI to provide the three types of Emergency Services identified

by Intrado; however, as stated above, Section 222 also includes other provisions which Intrado inappropriately incorporates here.

**Q. What do you mean?**

A. Section 222(e) mandates that all LECs must sell subscriber listings (name, address and phone number, but not including non-public or unlisted numbers) to directory publishers upon request. The language included by Intrado "and as may otherwise be permitted under Section 222 of the Act" would effectively give Intrado the subscriber listings for Embarq's end users free of charge. Embarq is not obligated to do that and it is notable that Intrado has not proposed reciprocal provisions with respect to the ALI records that it creates.

**Q. Doesn't Embarq bill Intrado for the Embarq end user ALI records when Intrado is the Wireline E911 Network provider?**

A. No. Embarq bills the PSAP for the ALI records, which go into the PSAP ALI database, consistent with its agreements with those PSAPS, state tariffs approved by the Commission and industry standard practice here in Florida. The Florida statute referred to earlier (365.172(9)) specifically authorizes PSAPS to use the E911 fee distribution to pay for ALI databases. That matter also is the subject of the declaratory statement proceeding that Intrado has instigated (Docket No. 080089-TP).

**Q. You mentioned above that the terms proposed by Embarq were consistent with NENA recommendations. What were you referring to?**

A. Issue 6 of the NENA Data Standards for Local Exchange Carriers, ALI Service Providers & 9-1-1 Jurisdictions (November 21, 2006) makes this comment about the use of ALI record information:

> 2.24 The ALI SP shall restrict the usage of LEC data to emergency purposes as mandated by legislation. SP data shall not be provided to other entities without the written permission of that SP, unless legislation permits.

The standards document includes a fuller discussion of the confidentiality of ALI information at section 17, including statements regarding the impact of the Electronic Communications Privacy Act ("ECPA").

**Q. You stated that the second area of dispute was over ownership of the customer information. What are the positions of the parties?**

A. The dispute is over a section of the language proposed by Embarq at 75.2.7(a) which reads as follows:

> The ALI database shall be managed by INTRADO COMM. but is the property of INTRADO COMM and Embarq for those records provided by Embarq.

The dispute is over the phrase that is double underlined, which is consistent with Embarq's standard terms. Intrado refuses to recognize that Embarq retains any ownership of Embarq end user ALI records that Embarq sends to Intrado. Intrado's position conflicts with the NENA standards document quoted from immediately above that clearly states that the ALI provider (in this case Intrado) has to get written permission from the service provider that supplied the ALI data (in this case Embarq) before it (Intrado) provides the information to another entity. This information is CPNI belonging to Embarq's customers, not Intrado's customers, and Embarq is obligated to ensure the privacy of that data. Embarq is obviously concerned with

Intrado's position that Embarq no longer has any ownership (or corresponding control) over that information and frankly Embarq is not sure how Intrado fully intends to use the information.

**Q. Is there also a technical issue that is being debated under Issue No. 6?**

A. Yes. The technical issue is over the following terms proposed by Intrado:

> 75.2.7 (i) Embarq and INTRADO COMM shall employ PAM as the protocol for interoperability between the ALI systems for ALI retrieval from each Party's ALI database when "no record found" ALI steering conditions occur.

Embarq has existing ALI steering arrangements with other entities for providing wireless and VoIP 9-1-1 service. These arrangements use E2 protocol. It is my understanding that PAM protocol is used for ALI steering arrangements for normal wireline 9-1-1 service; but as stated previously in my testimony, Embarq has not entered into ALI steering arrangements that are used for the purpose described in 75.2.7(i) and Embarq has therefore not deployed PAM protocol within its Wireline E911 Network. Doing so would be expensive, and Embarq should not be forced to make an open ended commitment to Intrado that it will do so in the absence of integrated planning among all involved parties and a commitment from the PSAPS that they will fund the deployment. As discussed further below, however, Embarq has entered into inter-selective routing arrangements with other wireline carriers, which involve the transfer and sharing of ALI data by means other than PAM.

**Q. What is the basis for Embarq's position regarding the commitment from the PSAPs to provide funding for the deployment of PAM protocol?**

A. ALI steering, which involves a connection between two ALI databases that is used to respond to a query from a PSAP, is part of the Wireline E911 Network that is funded

by the PSAPS. Embarq views these terms as an attempt by Intrado to use 251(c) to force Embarq into making changes to the emergency network infrastructure without any commitment on the part of the PSAPS to fund the changes, thus making Embarq absorb costs that would be incurred to enable connectivity between Intrado's and Embarq's ALI. This is not good public policy and not the right way of going about upgrading the emergency network. Embarq is willing to negotiate the deployment of PAM protocol in the context of a commercial agreement and with the full cooperation of all the PSAPS that would receive the benefit of such protocol.

**Q. Does Embarq have any inter-selective routing arrangements that involve other wireline service providers?**

A. Yes, we do.

**Q. How is the ALI data managed in those arrangements?**

A. Wireline E911 Network providers in a Primary/Secondary arrangement are able to identify and forward the impacted ALI records to each other, thus the data resides on each provider's database.

**Q. Are there any other disputes between the parties with respect to Issue 6?**

A. There are some minor differences between the terms proposed at 75.2.7(b) with respect to MSAG data (see Exhibit 9). Embarq proposes that Intrado agree to provide MSAG downloads to Embarq in a mutually agreed upon NENA format, which Intrado has rejected for some unexplained reason. It makes sense that the format of the downloads be consistent with industry standards and that Embarq should not have to

incur the cost of making modifications to its systems to accept data in some unique format arbitrarily created by Intrado.

**Issue Number 7:**

**Should 911/E911 Service calls be included in the type of traffic to be exchanged by the Parties over local interconnection trunks?**

**Q. What is the nature of the dispute at Issue No. 7?**

A. The dispute is over the wording at 55.1. Embarq's standard language reads as follows:

> The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

Intrado modified the section to read this way:

> The Parties shall reciprocally terminate Local Traffic, ~~and~~ IntraLATA/InterLATA toll calls, and 911 Service and E911 Service calls originating on the other Party's network as follows:

The result is an assertion that 9-1-1 calls from end users of both Embarq and Intrado will be routed in either direction, which means that it includes situations where Embarq is the 9-1-1 provider (Exhibits JMM-1, JMM-2, and JMM-3), as well as situations where Intrado is the 9-1-1 provider (Exhibits JMM-5 and JMM-6), and even situations where both parties are 9-1-1 providers (Exhibit JMM-4).

**Q. Why does Embarq object to these modifications?**

A. Embarq has two reasons for objecting. First, as discussed in detail above, Embarq does not agree that it has an obligation under 251(c) to negotiate the terms and conditions

for the network arrangements illustrated in Exhibits JMM-4 though JMM-6. Second, the edits are not technically accurate. Intrado does not provide local exchange service to end users and therefore no 9-1-1 calls will be originated from Intrado's network.

**Issue Number 8:**

**What are Embarq's obligations to build out transport facilities?**

**Q. What are the positions of the parties on Issue No. 8?**

A. My earlier testimony in response to Issue No. 3(c) above provides the details regarding this issue. In summary, the modifications that Intrado has proposed to the terms at 55.2.4 would obligate Embarq to incur the cost of building out transport facilities any time Intrado demands it, to any location of Intrado's choosing, without any practical limitation of costs, regardless of whether or not Embarq will receive any value from the arrangement. It is patently unfair and unreasonable and not consistent with Embarq's obligations under the Act.

**Issue Number 9:**

**Under §251(c), should Embarq be required to maintain certain company identifiers and codes to interconnect with Intrado and terminate traffic on Intrado's network?**

**Q. Please describe the nature of the dispute under Issue No. 9?**

A. The issue is similar to Issue No. 7 above. The terms proposed by Intrado at 55.3.3 (see Exhibit JMM-9) address circumstances where Embarq would be requesting access to Intrado's Wireline E911 Network (see Exhibits JMM-5 and JMM-6), which

should be addressed in a commercial agreement pursuant to 251(a) rather than a 251(c) interconnection agreement.

**Q. Does Embarq have any other issue with the proposed terms?**

A. No. Intrado's original language required Embarq to have a national Operating Company Number ("OCN") but they agreed to change it when Embarq pointed out that it uses state-specific OCNs.

**Issue Number 11:**

**How should the term "End User" be defined and where should it be used in the ICA?**

**Q. What is an "End User"?**

A. The definition proposed by Embarq is as follows:

> 1.54 For the purposes of this agreement "End-User" means the individual that makes the 9-1-1 call.

The definition proposed by Intrado is:

> 1.54 "End-User" means the individual that subscribes to (subscriber of record) and/or uses the Telecommunications Services provided by Embarq or INTRADO COMM.

The definition proposed by Embarq was taken from the NENA Master Glossary of 9-1-1 Terminology, which Embarq believes is appropriate given the fact that the issues between the parties are directly related to 9-1-1. It incorporates the common understanding of the term, which is an individual subscribing to and receiving a retail service. An end user is the ultimate consumer of the service. The definition put forth

by Intrado is far too broad, allowing Intrado to consider its wholesale carrier customers as end users, as well as carrier-like entities such as Vonage. Furthermore, the definition offered by Intrado is in contradiction with the definition of end user that it has included in its Florida price list. I view this word game as a scheme hatched by Intrado for the purposes of engaging in regulatory arbitrage.

**Q. You mentioned that this definition is different than the one that Intrado has included in its Florida price list. What is the definition of end user that Intrado includes in its Florida price list?**

A. The definition, as show below, clearly excludes carrier customers.

> End User
>
> The term "End User" denotes any Customer of an intrastate telecommunications service **that is not a carrier**. (Page 12, **Emphasis Added)**

Carriers provide (i) retail service to end users or (ii) wholesale services to other carriers, which they in turn use to provide retail service to end users.

**Q. Why do you think Intrado intends its proposed definition of end user to include carriers?**

A. There are two reasons. First, Intrado sells services to carriers and companies such as Vonage and these entities can be considered to be "an individual buying telecommunications services" from Intrado. And second, Intrado is aware of our concerns and has not agreed to modify its definition to explicitly exclude carriers or companies such as Vonage.

**Q. What impact would it have if the term end user refers to carriers and companies such as Vonage?**

A. The term end user is commonly understood to exclude these types of entities and by incorporating such entities within the term "End User" it introduces additional and unnecessary confusion with interpreting the contract language.

**Q. How would including carriers within the context of the term add to unnecessary confusion with interpreting the contract language?**

A. The various locations in the agreement where the term "end user" appears, and which would be affected by Intrado's proposal to define the term in a manner that includes carriers, are identified in Exhibit JMM-10. It includes over 26 pages of detailed terms and conditions and shows that Intrado has not just capitalized each use of the term "end user" that was in the original standard contract language but that Intrado has also substituted the term "end user" for other words such as "customer" and "subscriber". In some of these cases the term end-user clearly would not apply to a carrier, such as the definition of Directory Assistance Database (1.40) or Service Order Information (1.108), but would apply to the customer buying the retail service.

**Q. Are there any other impacts to including carriers and companies like Vonage within the term end user?**

A. Yes there are. For example, since a local loop is a facility between an Embarq wire center and an end user, a expanding the definition to include carriers and carrier-like companies would provide Intrado with the opportunity to define facilities between Embarq and such companies as local loops, which would facilitate regulatory arbitrage and inappropriately provide Intrado with access to network elements for purposes outside of 251(c)(3). This is one of Embarq's primary concerns in light of Intrado's

desire to use network elements for some of the components of their Wireline E911 Network infrastructure.

**Q. Has Intrado shared with Embarq that this is their intent?**

A. Intrado has acknowledged that they want access to network elements but they have not explicitly communicated how they want to use the elements. During negotiations, Intrado refused Embarq's requests for more details and we must, therefore, conclude that a very real probability exists that Intrado is seeking to define "End Users" in a manner that would not otherwise be justified under federal or state law governing network elements, or under common usage within the industry. Embarq has always fulfilled its unbundling obligations in accordance with the applicable law and regulations, but we aggressively resist gaming of the system.

**Q. How does Intrado's proposal "game the system"?**

A. The FCC does not require ILECS to provide unbundled access to network elements between ILEC central offices and the network of other carriers. These are transport facilities known as entrance facilities and the FCC has determined that CLECs are not impaired without access to such transport as a network element. A local loop is defined by the FCC as the transmission facility between an ILEC central office and the loop demarcation point at the end user customer premises. Therefore, if Intrado can get the Commission to agree that a carrier is an end user it would force Embarq to provide local loop network elements instead of transport.

**Q. Why is this regulatory arbitrage?**

A. The FCC has established pricing for network elements at cost, which may be less than the tariffed alternatives. So, by seeking to improperly classify transport as a local loop network element, Intrado would be gaming the regulations to secure a price advantage. That is regulatory arbitrage.

**Q. Why is regulatory arbitrage like this wrong?**

A. Well, first, Intrado is seeking access to a benefit that it should not receive. Perhaps more importantly, this is not the way to solve perceived underfunding for the 9-1-1 network. If the PSAPS need more money to build the NG-911 network then it should be solved legislatively, not in this way. Shifting costs to ILECs or giving Intrado a pricing advantage would be discriminatory, unjust and unreasonable.

**Q. You've mentioned carrier-like companies like Vonage several times. Why should they be considered carriers with respect to this issue?**

A. Companies like Vonage provide Interconnected VoIP service to end users (as such term is commonly understood). Interconnected VoIP service is a replacement for telephone service and while the FCC has yet to rule that this type of service is either telecommunications or information, it has repeatedly treated these companies like carriers in several proceedings. Perhaps the most telling is the VoIP 911 proceeding where the FCC ordered Interconnected VoIP providers to provide 9-1-1 access to their end users and extended to them the same obligations as carriers. Therefore, when Intrado sells 9-1-1 services to companies like Vonage, it is not selling services to end users, but is selling wholesale services to a company that is acting like a carrier and selling telephone-like services to end users.

**Issue Number 12:**

**How should the term "Enhanced 911 Service" be defined in the ICA?**

**Q. What is the difference between the competing definitions of "Enhanced 911 Service" proposed by the parties?**

A. The two definitions are shown below:

Embarq's Language

1.55 "Enhanced 911 Service" ("E911") means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.

Intrado's Language

1.55"Enhanced 911 Service" ("E911" or "E9-1-1") means a telephone exchange ~~communication~~ service ~~which~~ that will automatically route a caller ~~dialed~~ dialing "9-1-1" to a designated ~~public safety answering point (~~PSAP~~)~~ attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.

The question is whether or not Enhanced 911 Service is better defined as a telephone communication service or a telephone exchange service. I previously addressed this issue in detail in my response to Issue 1 above. Intrado seeks to have the term defined as telephone "exchange" service to support its claim for interconnection rights under

251(c) of the Act. As I explained above, the service (9-1-1 or E9-1-1) that is received by end users when they dial 9-1-1, is a unique, specialized service delivered by an emergency services professional, upon receipt of a call delivered over a specialized network that is separate from, but interconnected with the PSTN, which is comprised of both telecommunications and information service components.

**Q. Is there an FCC definition of Enhanced 911 Service?**

**A.** Most of the definitions that I have found for Enhanced 911 describe the network and not the service. For example, here is the FCC definition for Enhanced 911 included in §54.101, Title 47 of the Code of Federal Regulations:

> (5) *Access to emergency services.* ''Access to emergency services'' includes access to services, such as 911 and enhanced 911, provided by local governments or other public safety organizations. 911 is defined as a service that permits a telecommunications user, by dialing the three-digit code ''911,'' to call emergency services through a Public Service Access Point (PSAP) operated by the local government. **''Enhanced 911'' is defined as 911 service that includes the ability to provide automatic numbering information (ANI), which enables the PSAP to call back if the call is disconnected, and automatic location information (ALI), which permits emergency service providers to identify the geographic location of the calling party.** ''Access to emergency services'' includes access to 911 and enhanced 911 services to the extent the local government in an eligible carrier's service area has implemented 911 or enhanced 911 systems; **(Emphasis Added)**

The NENA definition is similarly descriptive.

> An emergency telephone system which includes network switching, data base and CPE elements capable of providing Selective Routing, Selective Transfer, Fixed Transfer, caller routing and location information, and ALI.

It is interesting to note that the definition that Intrado has in its Florida price list is more consistent with Embarq's proposed definition in this proceeding.

**Q. How does Intrado define Enhanced 9-1-1 in its Florida price list?**

A. Intrado defines Enhanced 9-1-1 as follows:

> Enhanced 9-1-1 (E9-1-1)
>
> An emergency telephone service that includes ANI, ALI, (including non-listed and non- published numbers and addresses), and (optionally) selective routing, to facilitate public safety response. (Page 12)

It also defines Emergency Telephone Service as:

> Emergency Telephone Service
>
> A telephone system using the three-digit number 9-1-1 to report police, fire, medical or other emergency situations. (Page 12)

**Q. But what do all these different definitions prove?**

A. They simply show that 9-1-1 and Enhanced 9-1-1 are not generally understood to be telephone "exchange" service. Given the advent of VoIP calls to 9-1-1 and the upcoming changes with the NG-911 network with its emphasis on other forms of communication such as video and texting, 9-1-1 service really can't be considered telephone service and it does not make sense for public policy makers to go in that direction simply to enable the specific business plan of a single corporation. As Congress defined the 911 network in the Wireless Communications and Public Safety

Act of 1999, we are talking about an "end to end communications infrastructure" the specific purpose of which is to "reduce response times for the delivery of emergency care, assist in delivering appropriate care, and thereby prevent fatalities, substantially reduce the severity and extent of injuries, reduce time lost from work, and save thousands of lives and billions of dollars in health care costs;". (§2(a)(1)) This purpose is unique to emergency services and the contemplated end-to-end infrastructure does not depend upon or neatly fall within the confines of "exchange service."

**Issue Number 13:**

**Should the term "designated" or the term "primary" be used to indicated which Party is serving the 911 Authority**

**Q. Please explain what is at issue here?**

A. The disputed terms appear at 75.2.3 and 75.2.4 (See Exhibit JMM-9). The intent of the language is to say that where one company has the responsibility of providing service to a PSAP the other company will cooperate in providing 9-1-1 service in accordance with the terms and conditions of the agreement or applicable tariff. The initial language proposed by Embarq used the term "primary" to define which company provided service to the PSAP and initially Intrado had no issue with that naming convention (See Exhibit 1 to Intrado's Petition for Arbitration). Intrado did have issues with some of the terms surrounding the reference to tariffs which the parties have been able to resolve. Subsequently, Intrado struck the word "primary" and replaced it with "designated".

**Q. Is the change necessary?**

A. No. The concept of primary and secondary providers is very well established in the 9-1-1 industry. The primary provider is the company with overall responsibility for providing E911 Service to the E911 Authority. The primary provider generally provides Routing and/or Database service to the PSAP. The secondary provider is the company that provides support services to the primary provider. These support services allow end user or subscribers served by the secondary provider to be integrated into the E911 system provided by the primary provider.

**Q. Why does Embarq object to this change?**

A. The reason for Intrado's proposed change is not apparent nor has it been explained. Embarq is concerned that the proposed change is an attempt by Intrado to indirectly achieve the goals of the compensation disputes that Intrado has raised in its Petition for Declaratory Statement currently pending before the Commission.

**Q. Why do you think Intrado's proposal may have something to do with compensation issues?**

A. Both the primary and secondary providers are able to bill the PSAP for services they provide. By changing the wording from "primary provider" to "designated provider" it appears that Intrado is attempting to imply that the standard, well established forms of compensation would not apply. If that is not Intrado's intent, then the intent is unclear and absent further explanation Embarq cannot reasonably be expected to agree to the change.

## SECTION III: CONCLUSION

**Q. Please summarize your Direct Testimony?**

A. My direct testimony has shown that Embarq has taken a reasoned approach in dealing with Intrado's requests; an approach that generally has been undisputed since the inception of local competition. My testimony shows that Embarq's actions have not prevented Intrado from entering the emergency services market, but that Embarq is simply seeking to provide parity access In addition, Embarq's actions have not delayed the deployment of the NG-911 network, rather Embarq is preparing for the future of 911 by building out the important IP-infrastructure that will be needed to connect the components.

The Commission should not be swayed by Intrado's arguments that inappropriately expanding 251(c) obligations to all of the various scenarios proposed by Intrado is a solution for E911 funding. One thing that is clear after years of litigation involving the implementation of the 1996 amendments to the Communications Act is that regulatory arbitrage is not a solution to achieving competition nor is it a good business plan. I urge the Commission to consider the major policy implications of this proceeding carefully and what the outcome will be if it approves Intrado's position expanding the scope of section 251 (c). Based on that consideration the Commission should reject Intrado's positions on the disputed issues in this arbitration and find in favor of Embarq.

**Q. Does this conclude your Direct Testimony?**

A. Yes.

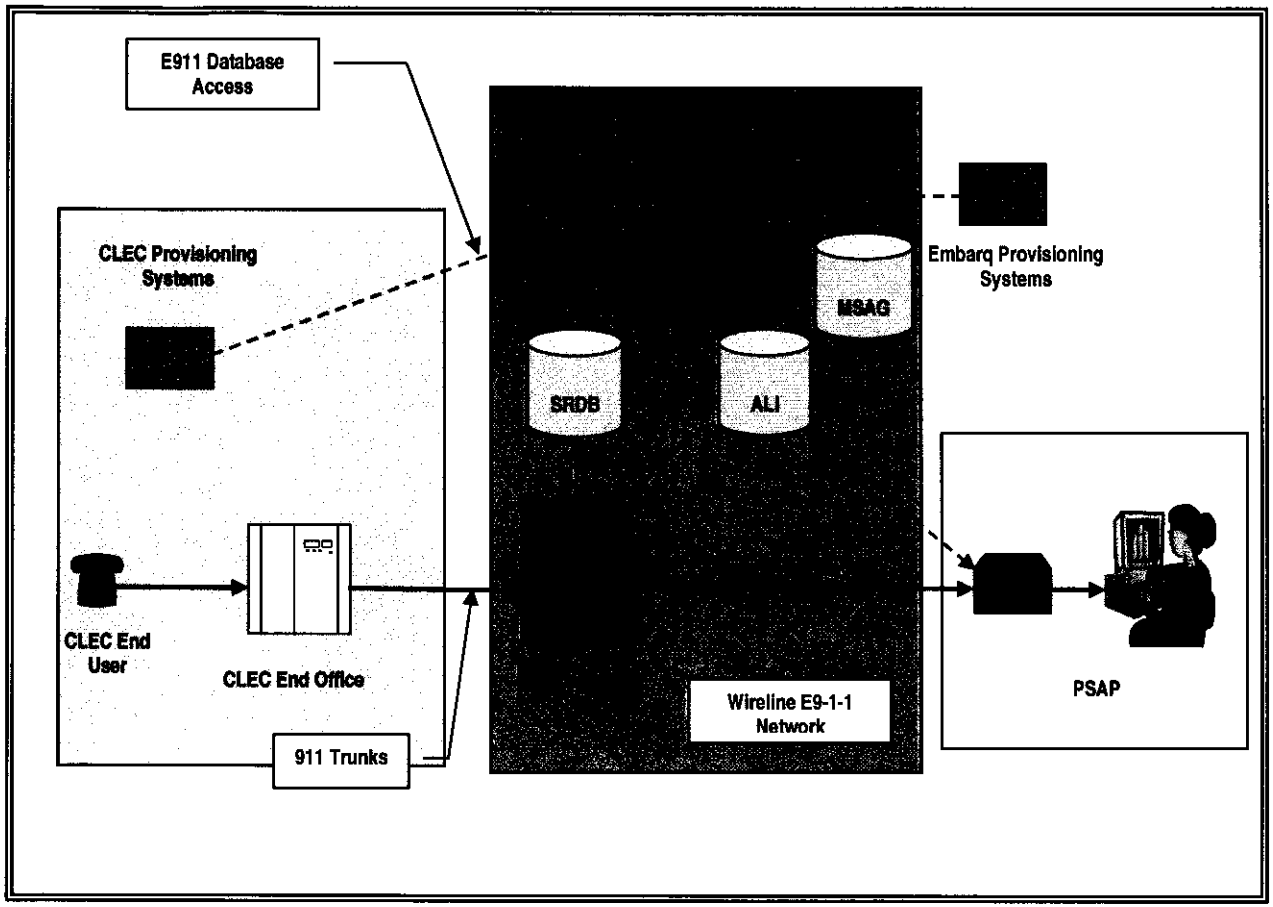


**EXHIBIT 1**

**Typical E9-1-1 Arrangement between a CLEC and Embarq Where Embarq is the Wireline E9-1-1 Network Provider**

| | |
|---|---|
| DBMS | Database Management System (Provides the interface with the various databases). |
| MSAG | Master Street Address Guide (Table of addresses used to validate addresses input into the ALI). |
| ALI | Automatic Location Identification Database (Provides end user location information to the PSAP). |
| SRDB | Selective Router Database (Identifies which PSAP to route the 911 call to). |
| PSAP | Public Safety Answering Position (The entity that answers the 911 call and provides assistance). |

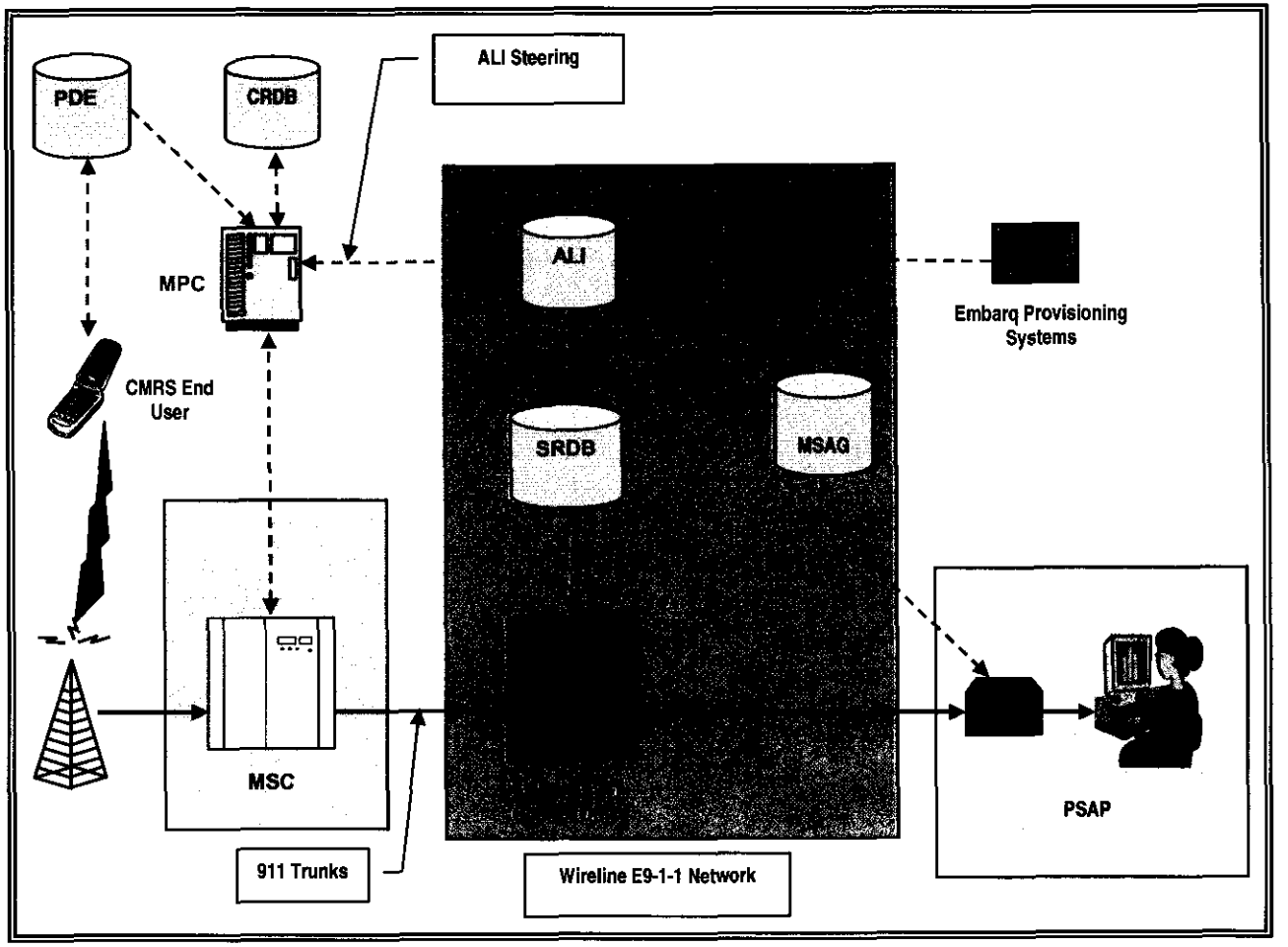


**EXHIBIT 2**

**Typical E9-1-1 Arrangement between a CMRS Provider and Embarq Where Embarq is the Wireline E9-1-1 Network Provider, Phase II Wireless 911 Solution is Deployed**

PDE Position Determining Entity (Identifies the location of the wireless end user).
MPC Mobile Positioning Center (Provides the E911 data to the appropriate PSAP through the ALI).
MSC Mobile Switching Center (The wireless company central office switch).
CRDB Coordinate Routing Database

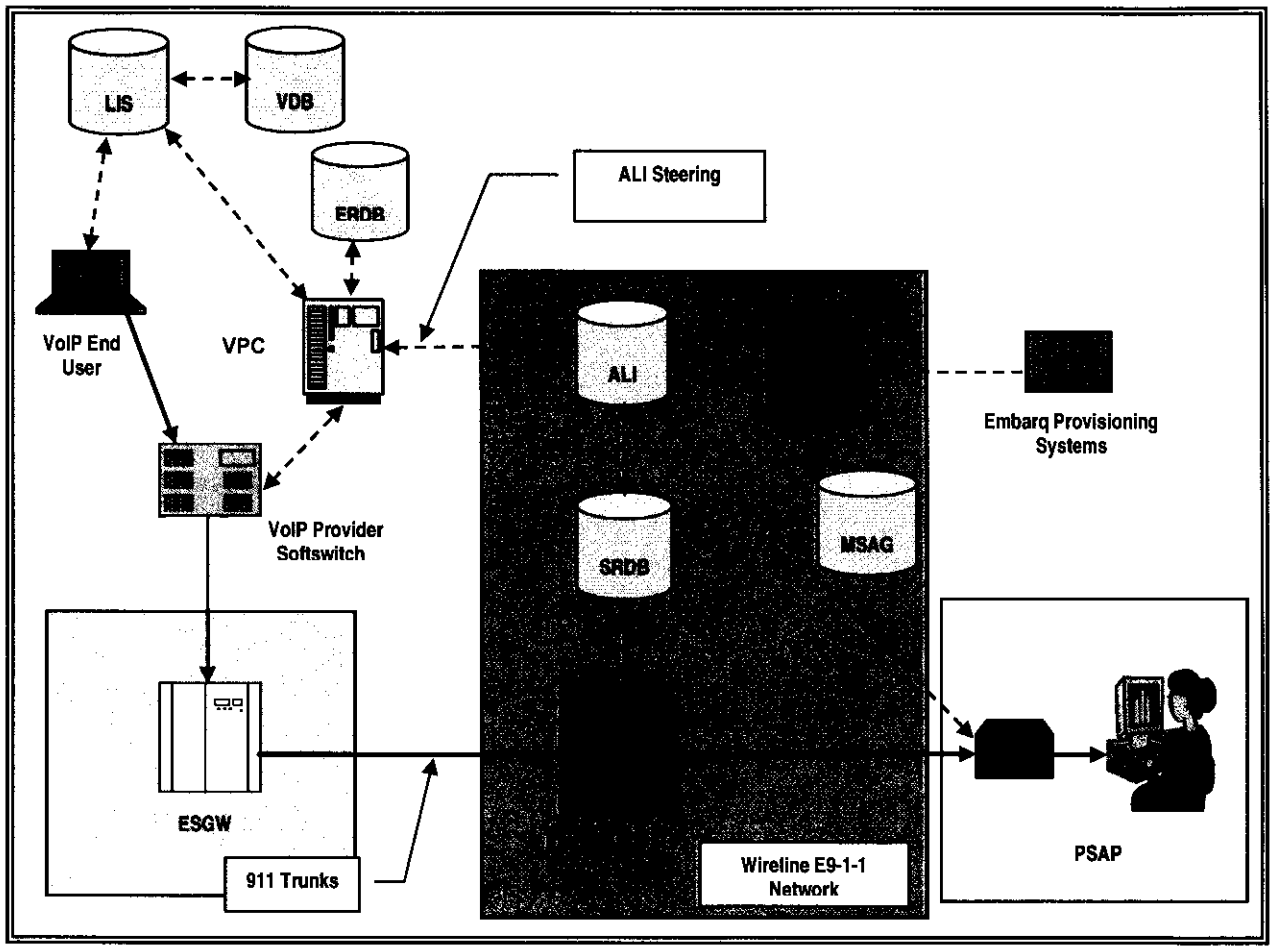


**EXHIBIT 3**

**Typical E9-1-1 Arrangement between a VoIP Provider and Embarq Where Embarq is the Wireline E9-1-1 Network Provider and the VoIP Provider Secures the Services of a Data Base System Integrator (DBSI) such as Intrado and a CLEC for PSTN Interconnection**

| | |
|---|---|
| LIS | Location Information Server (VoIP End User inputs their location as they log in from different locations). |
| VDB | Validation Database (Similar to MSAG, validates the location the end user inputs into the LIS). |
| ERDB | Emergency Service Zone Routing Database (Similar to SRDB, tells the VPC which PSAP to route the 911 call to). |
| VPC | VoIP Positioning Center (Provides the E911 data to the appropriate PSAP through the ALI). |
| ESGW | Emergency Services Gateway (Provides the voice connectivity between the VoIP network and the E911 Control Office converting the call from IP to TDM). |

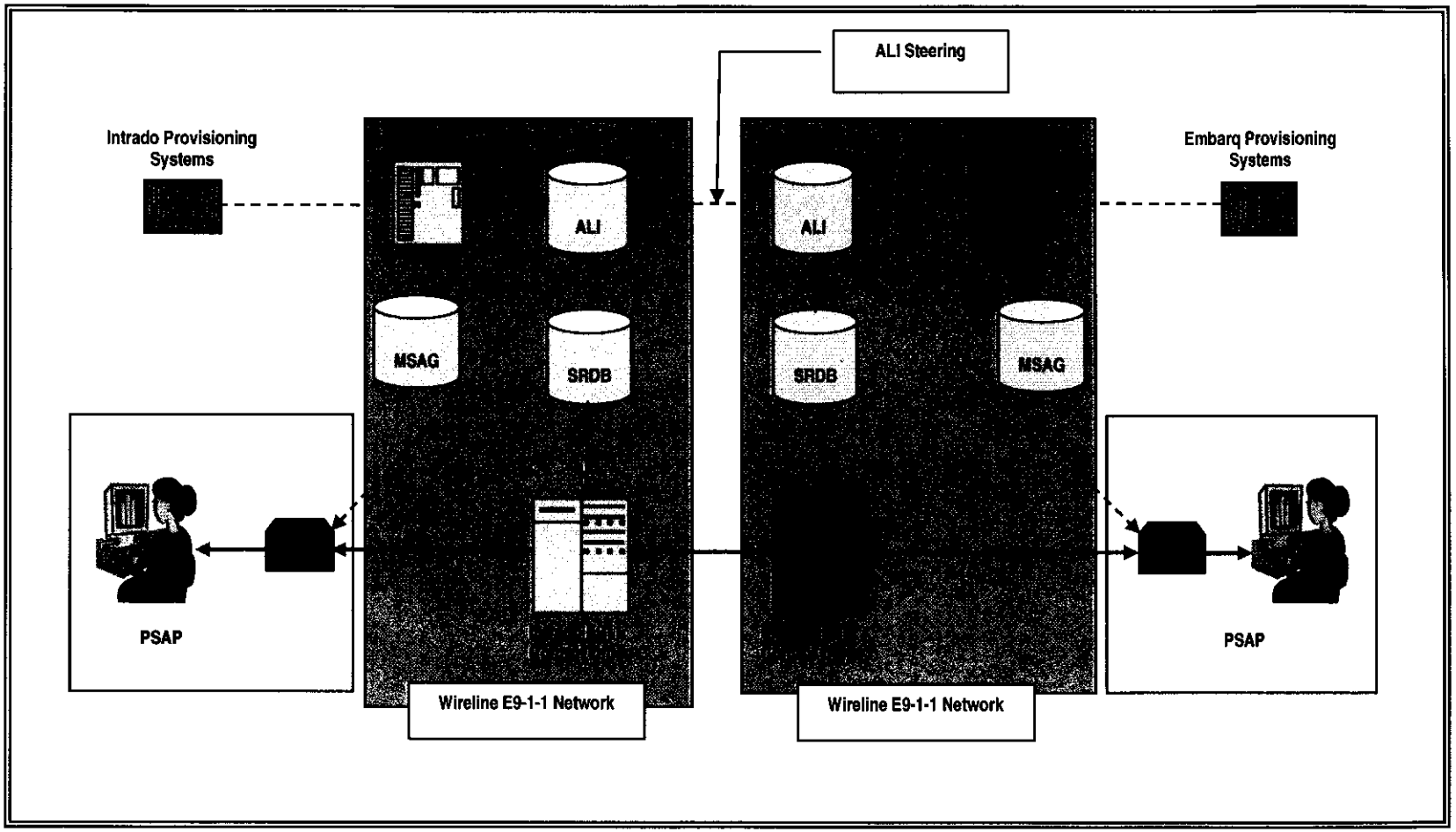


**EXHIBIT 4**

**Typical E9-1-1 Arrangement between Two Wireline E9-1-1 Network Providers**

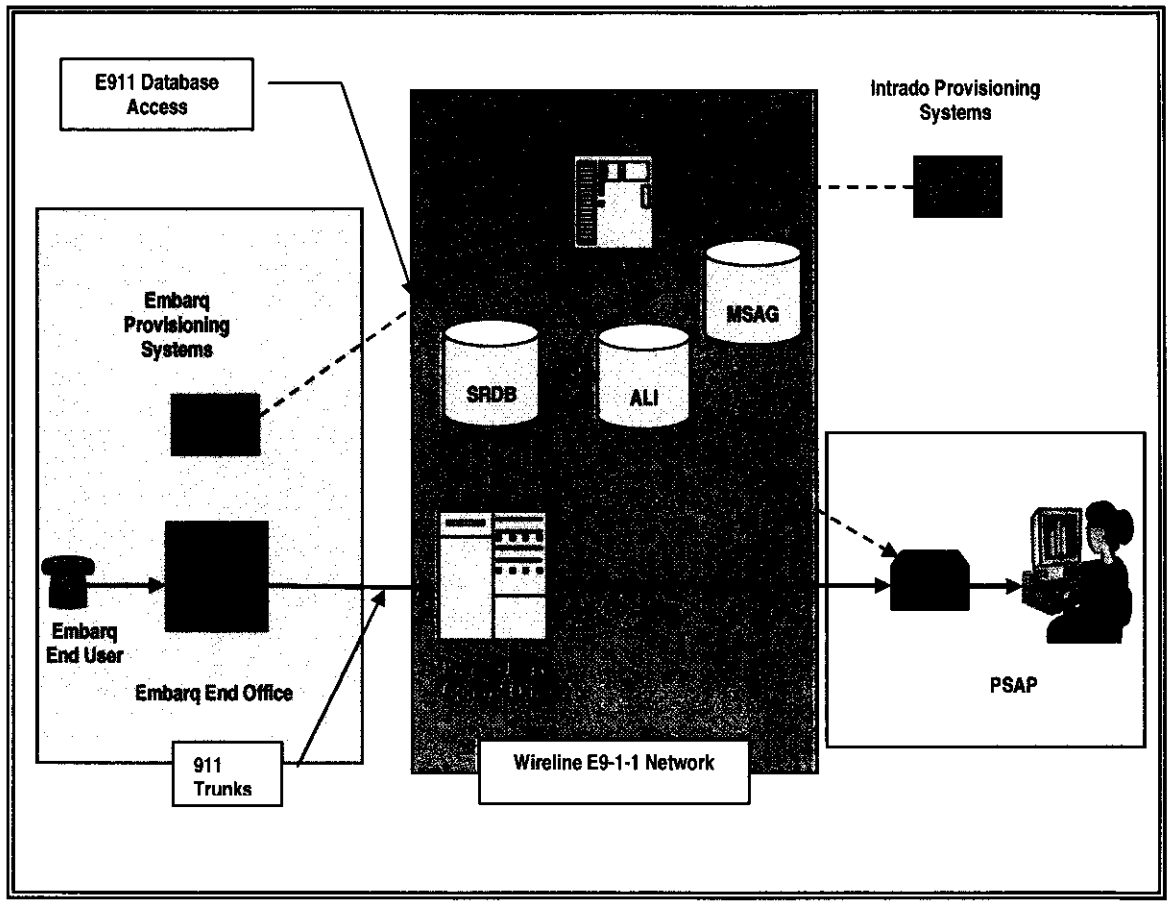


**EXHIBIT 5**

**An E9-1-1 Arrangement between Embarq and Intrado Where Intrado is the Wireline E9-1-1 Network Provider**

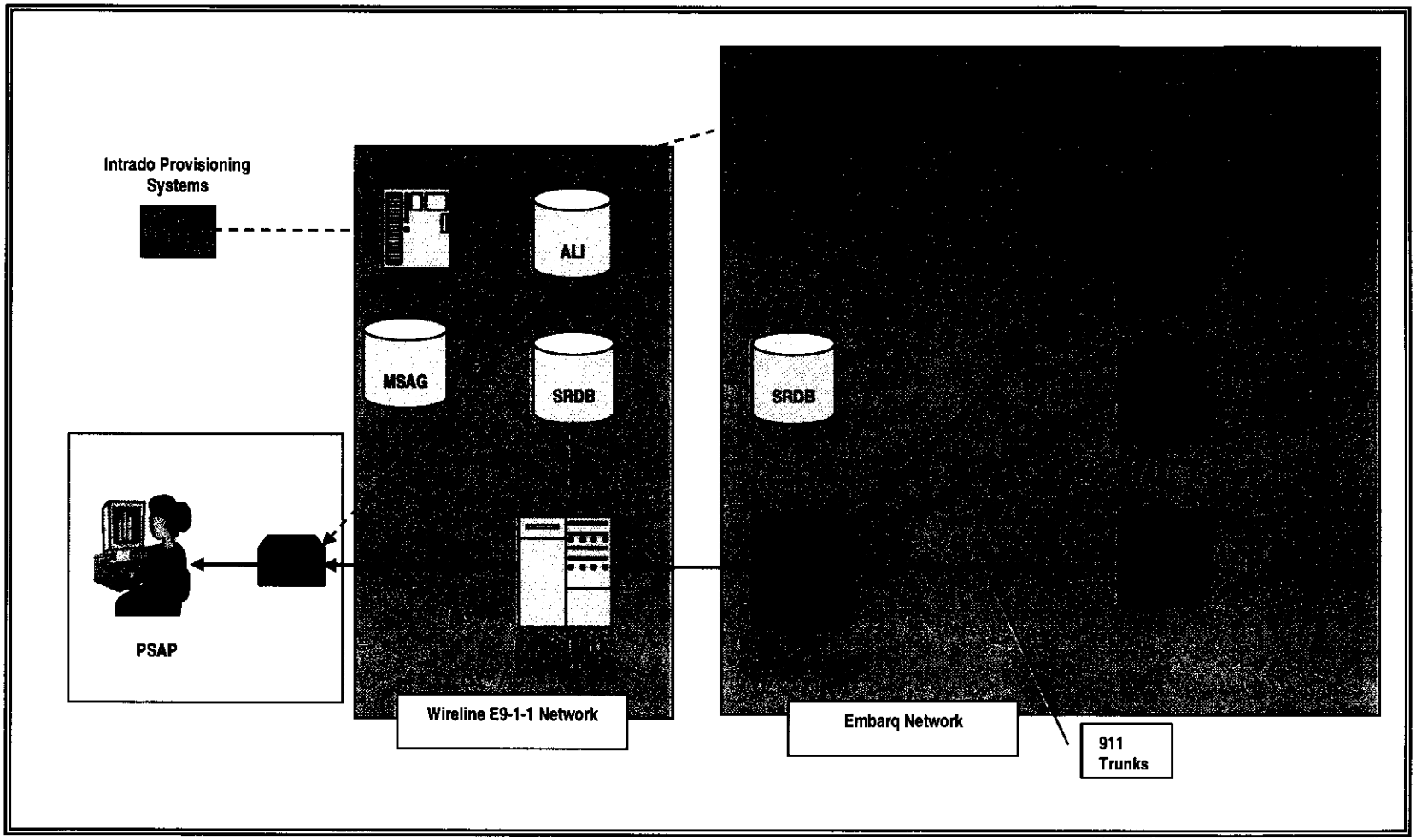


**EXHIBIT 6**

**An E9-1-1 Arrangement between Embarq and Intrado Where Intrado is the Wireline E9-1-1 Network Provider and Embarq has its own Selective Router**

# E911 Services Agreement

This Services Agreement (the "Agreement"), dated this 30th day of September, 2005 ("Effective Date"), is entered into by and between Intrado Inc. ("Customer"), a Delaware corporation, and the Sprint local operating companies listed on Exhibit 1.

WHEREAS, the Federal Communications Commission issued an Order in Docket No. 05-196 requiring that interconnected VoIP providers make available certain E911 services, and

WHEREAS, Customer desires access to the E911 network systems and databases established and maintained by Sprint to enable Customer to provide E911 Service to its end users; and

WHEREAS, Sprint is willing to provide Customer access to the E911 network systems and databases established and maintained by Sprint.

THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Sprint agree as follows:

1. Definitions

1.1. "911 Records" are the Customer shell records to be provided to the 911 database owner for inclusion in the E911 database.

1.2. "911 System" means the set of network, database and customer premise equipment (CPE) components required to provide 911 Service.

1.3. "911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) or the Calling Party Number (CPN) associated with a call to 911 from a Customer's Interconnection Point to the E911 system.

1.4. "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.

1.5. "Automatic Location Identification" or "ALI" means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary Emergency Services information.

1.6. "Automatic Number Identification" or "ANI" means the telephone number associated with the access line from which a call to 911 originates.

1.7. Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.

1.8. "Customer Proprietary Network Information" ("CPNI") is as defined in the 47 U.S.C. 222.

1.9. "Day" means calendar days unless otherwise specified.

1.10. "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

1.11. "E911 Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service") means a service whereby a public safety answering point ("PSAP") answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification, Automatic Location Identification, and/or Selective Routing.

1.12. "Effective Date" is the date as specified above.

1.13. "Emergency Services" means police, fire, ambulance, rescue, and medical services.

1.14. "Emergency Service Number" or "ESN" means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

1.15. "Incumbent Local Exchange Carrier" ("ILEC") is as defined in 47 U.S.C. 251(h)(1).

1.16. "IP" or "Interconnection Point" is an agreed upon point of demarcation where the networks of the Parties interconnect for Customer to hand Sprint 911 calls.

1.17. "National Emergency Number Association" or "NENA" is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA sets standards and provides technical assistance for implementing and managing 911 systems.

1.18. "Parties" means, jointly, Sprint and Customer, and no other entity, affiliate, subsidiary or assign.

1.19. "Party" means either Sprint or Customer, and no other entity, affiliate, subsidiary or assign.

1.20. "Public Safety Answering Point" or "PSAP" means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

1.21. "Selective Router" or "SR" means the equipment used to route a 911 call to the proper PSAP based upon the ANI of the calling party.

1.22. "Selective Routing" means the routing of a 911 call to the proper PSAP based upon the calling party number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

1.23. "Services" means the services provided to Customer by Sprint under this Agreement.

1.24. "Tariffs" means the Sprint local exchange carrier Tariffs filed at the state or federal level for the provision of a Telecommunications Service that may include the terms, conditions and pricing of that service. A Tariff may be required or voluntary and may or may not be specifically approved by the appropriate state commission or Federal Communications Commission ("FCC").

1.25. "Telecommunications" is as defined in 47 C.F.R. 153(43).

1.26. "Telecommunications Service" is as defined in 47 C.F.R. 153(46).

2. Term

2.1. The term of this agreement is two (2) years commencing on the Effective Date and continuing until September 29, 2007.

3. Products and Services

3.1 Sprint will provide Customer the Services set forth in the Agreement for the purpose of providing E911 services to Customer's end-user customers. The rates for the Services are listed in Exhibit 2 that is made a part of and incorporated into this Agreement.

4. Charges

4.1. In consideration of the Services provided by Sprint under this Agreement, Customer shall pay the charges set forth in this Agreement.

4.2. Subject to the terms of this Agreement, the Customer shall pay invoices in full in U.S. currency by the due date shown on the invoice. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be due the next Business Day.

4.3. If an undisputed invoice is not paid within sixty (60) Days after the bill date, Sprint may suspend processing new orders and cancel any pending orders.

4.4. If an undisputed invoice remains delinquent ninety (90) Days after the bill date, Sprint may terminate all Services under this Agreement.

4.5. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement.

4.5.1. Itemized, written disputes must be filed with Sprint's National Exchange Access Center ("NEAC"), National Access Service Center ("NASC"), or appropriate equivalent center no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice. Both Parties will in good faith investigate and attempt to promptly resolve any disputed charges. Once resolved, Customer will promptly pay any amounts owed to Sprint and Sprint will issue any refunds and/or credits due to Customer.

4.5.2. After attempting to resolve the dispute in accordance with Section 8, either Party may take appropriate legal action to recover amounts it believes it is due and if it is determined that any amount is due to the other, the Party will pay that amount, plus interest on the amount due calculated per this section, from the date of Customer's payment or Sprint's notification, as applicable. If Customer fails to dispute any charge within 180 days of the date the charge is first invoiced, Customer waives its right to dispute the charge.

4.6. Sprint will assess late payment charges to Customer until the undisputed amount due is paid in full. Such late payment charges will be calculated using a rate equal to the lesser of:

4.6.1. the total amount due times the highest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date, including the date the customer actually makes the payment to Sprint; or

4.6.2. the total amount due multiplied by a factor of 0.000329 times the number of days which occurred between the payment due date and (including) the date Customer actually makes the payment to Sprint.

4.7. Collection From End Users. If Customer resells Services or provides Services to its affiliates, subsidiaries, other VoIP Providers, or other end users, Customer may not deduct from the amounts it owes to Sprint on its Sprint invoice any amounts that it cannot collect from those end users, affiliates, or subsidiaries, including, but not limited to, fraudulent charges and for billing adjustments or credits it grants end users, including adjustments for fraudulent charges.

5. Security Deposit

5.1. Sprint may secure the account with a security deposit, unless Customer has established satisfactory credit through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than thirty (30) Days after the bill date.

5.2. If a security deposit is required, such security deposit shall take the form of cash, cash equivalent, or other form of security acceptable to Sprint.

5.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If a security deposit is requested for an existing

account, payment of the security deposit will be made prior to acceptance by Sprint of additional orders for service.

5.4. The security deposit shall be two (2) months' estimated billings, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of $10,000.

5.5. The fact that a security deposit has been made in no way relieves Customer from its obligation to pay invoices hereunder.

5.6. Sprint may increase the security deposit requirements when, in Sprint's reasonable judgment, changes in Customer's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. If payment of the additional security deposit amount is not made within 30 days of the request, Sprint may stop processing orders for service and Customer will be considered in breach of the Agreement.

5.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to Customer. Sprint may exercise its right to credit any cash deposit to Customer's account upon the occurrence of any one of the following events:

5.7.1. when Customer's undisputed balances due to Sprint are more than thirty (30) Days past due; or

5.7.2. when Customer files for protection under the bankruptcy laws; or

5.7.3. when an involuntary petition in bankruptcy is filed against Customer and is not dismissed within sixty (60) Days;

5.7.4. when this Agreement expires or terminates.

5.8. Any security deposit may be held during the continuance of the Service as security for the payment of any and all amounts accruing for the Service. No interest will accrue or be paid on deposits. Cash or cash equivalent security deposits will be returned to Customer when Customer has made current undisputed payments for Services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.

6. Implementation

6.1. The Parties understand that the arrangements and provision of Services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties will work cooperatively to implement this Agreement and Customer will provide Sprint the information necessary to establish and maintain Customer's account and Services under this Agreement.

7. Taxes

7.1. Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including Tariff surcharges

and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the Services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

7.2. Taxes and Fees Imposed Directly On Either Sprint or Customer.

7.2.1. Taxes and fees imposed on Sprint, which are not permitted or required to be passed on by Sprint to its customer, shall be borne and paid by Sprint.

7.2.2. Taxes and fees imposed on Customer, which are not required to be collected and/or remitted by Sprint, shall be borne and paid by Customer.

7.3. Taxes and Fees Imposed on Customer but Collected And Remitted By Sprint.

7.3.1. Taxes and fees imposed on Customer shall be borne by Customer, even if the obligation to collect and/or remit such taxes or fees is placed on Sprint.

7.3.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, Customer shall remain liable for any such taxes and fees regardless of whether they are actually billed by Sprint at the time that the respective service is billed.

7.3.3. If Customer determines that in its opinion any such taxes or fees are not payable, Sprint shall not bill such taxes or fees to Customer if Customer provides written certification, reasonably satisfactory to Sprint, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that Customer has determined and certified not to be payable, or any such tax or fee that was not billed by Sprint, Customer may contest the same in good faith, at its own expense. In any such contest, Customer shall promptly furnish Sprint with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between Customer and the taxing authority.

7.3.4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of Sprint during the pendency of such contest, Customer shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

7.3.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, Customer shall pay such additional amount, including any interest and penalties thereon.

7.3.6. Notwithstanding any provision to the contrary, Customer shall protect, indemnify and hold harmless (and defend at Customer's expense) Sprint from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses

(including reasonable attorney fees) with respect thereto, which are incurred by Sprint in connection with any claim for or contest of any such tax or fee.

7.3.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

7.4. Taxes and Fees Imposed Sprint But Passed On To Customer.

7.4.1. Taxes and fees imposed on Sprint, which are permitted or required to be passed on by Sprint to its customers, shall be borne by Customer.

7.4.2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, Customer shall remain liable for any such taxes and fees regardless of whether they are actually billed by Sprint at the time that the respective service is billed.

7.4.3. Disputes regarding Sprint's determination as to the application or basis for any such tax or fee shall be resolved pursuant to the Dispute Resolution provisions hereof.

7.4.4. Where such contest is undertaken at the request of Customer, and in the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of Sprint during the pendency of such contest, Customer shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

7.4.5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, Customer shall pay such additional amount, including any interest and penalties thereon.

7.4.6. Notwithstanding any provision to the contrary, Customer shall protect, indemnify and hold harmless (and defend at Customer's expense) Sprint from and against any such tax or fee, interest or penalty thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by Sprint in connection with any claim for or contest of any such tax or fee.

7.4.7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) Days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) Days after receipt of such assessment, proposed assessment or claim.

7.5. Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

8. Dispute Resolution.

8.1. Option to Negotiate Disputes.

8.1.1. The Parties shall resolve any issue, dispute, or controversy arising out of or relating to this Agreement using the following procedures. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within 10 days after delivery of such notice, representatives of both Parties may meet at a mutually acceptable time and place, and as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute in good faith.

8.1.2. A Party will provide at least 2 Business Days' advance written notice if it intends to be accompanied at a meeting by an attorney, and the other Party may also be accompanied by an attorney. All negotiations under this Section are confidential and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state rules of evidence.

8.2. Arbitration. Subject to Section 8.1.1, any dispute arising out of or relating to this Agreement may, at the option of the Parties, be finally settled by private arbitration. Any arbitration must be held in accordance with the rules of the American Arbitration Association, and governed by the United States Arbitration Act, 9 U.S.C. Sec. 1, et seq.

9. Disclaimer of Warranties

9.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF INTELLECTUAL PROPERTY NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

10. Performance Measures. No performance measures or related incentive payments apply to Services provided under this Agreement.

11. Trademarks. Neither Party will use the service marks, trademarks, trade secrets, name, logos, or carrier identification code ("CIC") of the other Party or any of its affiliates for any purpose, without the other Party's prior written consent.

12. Publicity. Neither Party will, without the other Party's prior written consent, make any public announcement, denial or confirmation concerning this Agreement. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

13. Termination.

13.1. If a Party defaults in the performance of any material provision of this Agreement, and such default is not cured thirty (30) Days, after notice specifying, in reasonable detail, the nature of the default, then the non-defaulting Party may by further notice terminate for cause the Agreement.

13.2. Sprint may immediately terminate this Agreement or discontinue Services if Customer fails to cure its breach of the payment terms within fifteen (15) Days after written notice from Sprint.

13.3. Sprint may terminate this Agreement without liability with at least 30 days notice to Customer if:

13.3.1. Customer does not meet its undisputed obligations, including judgments, to third parties as those obligations become due; or

13.3.2. Customer becomes subject of a bankruptcy, insolvency, administration, reorganization or liquidation proceeding, or any other similar or related company reconstruction, receivership or administration action, whether voluntary or involuntary; or

13.3.3. Customer makes an assignment for the benefit of creditors; or

13.3.4. If Customer becomes insolvent. "Insolvent" means:

13.3.4.1. Customer does not meet its undisputed obligations, including judgments, to third parties as those obligations become due,

13.3.4.2. Customer's stock is removed or delisted from a trading exchange,

13.3.4.3. Customer's long-term debt goes on a watch or warning list, or

13.3.4.4. Customer's long-term debt rating is downgraded more than two levels from its debt rating as of the Effective Date.

13.4. Notwithstanding termination of the Agreement in this Section, Customer will remain liable for all undisputed invoices, charges, and services provided up to the termination date.

13.5. Termination of this Agreement is without prejudice to any other right or remedy of the Parties. Termination of this Agreement for any cause does not release either Party from any liability that

13.5.1. at the time of termination, has already accrued to the other Party;

13.5.2. may accrue in respect of any act or omission before termination; or

13.5.3. from any obligation that is expressly stated to survive termination.

13.6. Notwithstanding, should Sprint sell or trade all or substantially all of the assets in an exchange or group of exchanges that Sprint uses to provide the Services or ceases to be the provider of the Services, this Agreement is terminated in whole or in part as to that particular exchange or group of exchanges.

14. Confidentiality. If the Parties have not executed a mutual non-disclosure agreement, the following provisions will govern the exchange of information.

14.1. During the course of this Agreement, either Party may receive or have access to Confidential Information of the other. "Confidential Information" means any confidential information or data disclosed by a Party ("Disclosing Party") to the other Party ("Recipient") under or in contemplation of this Agreement, which (a) if in tangible form or other media that can be converted to readable form is clearly marked as Confidential, proprietary, or private when disclosed; or (b) if oral or visual, is identified as Confidential, proprietary, or private on disclosure. Confidential Information includes, but is not limited to, orders for services, usage information in any form, and CPNI as that term is defined in 47 U.S.C. 222 and the rules and regulations of the FCC.

14.2. During the term of this Agreement, and for a period of five (5) years thereafter, Recipient shall use Confidential Information only for the purpose of performing under this Agreement, hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

14.3. "Confidential Information" will not include, and the obligations of this Section 15 will not apply to, any information or data which the Recipient can demonstrate:

14.3.1. was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,

14.3.2. becomes publicly known or available through no breach of this Agreement by Recipient,

14.3.3. was received from a third party who does not owe any duty to the Disclosing Party (directly or indirectly) with respect to such information

14.3.4. is rightfully acquired by Recipient free of restrictions on its Disclosure, or

14.3.5. is independently developed by Recipient without the use of Disclosing Party's Confidential Information.

14.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, but only to the extent and for the purposes of such required disclosure, and only if the Recipient first promptly notifies the Disclosing Party of the need for such disclosure and allows the Disclosing Party a reasonable opportunity to seek an appropriate protective order.

14.5. Each Party agrees that in the event of a breach of this Section 14 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

14.6. Except as otherwise expressly provided in this Section 14, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation 47 U.S.C. 222.

14.7. If any material non-public information is disclosed, the Receiving Party agrees that it will comply with SEC Regulation FD (Fair Disclosure), and refrain from trading in the Disclosing Party's stock until that material non-public information is publicly disseminated.

15. Limitation of Liability

15.1. Neither Party shall be responsible to the other for any indirect, special, incidental, consequential or punitive damages, including, but not limited to, lost profits, lost revenues, loss of business opportunity or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 16 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing in no event shall Sprint's liability to Customer for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.

15.2. Each of the Local Operating Companies is responsible for the obligations and liabilities related thereto arising from services provided within its certificated serving territory and this Agreement. No obligation is incurred or liability accepted for services provided outside a Local Operating Company's certificated territory. A default by one Local Operating Company will not constitute or serve as a basis for default by any other Local Operating Company.

16. Indemnification

16.1. Each Party agrees to indemnify and hold harmless the other Party from and against all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) for damage to tangible personal or real property and/or personal injuries to the extent caused by the gross negligence or willful misconduct or omission of the indemnifying Party.

16.2. Customer shall indemnify and hold harmless Sprint from all claims by Customer's subscribers related to services provided under this Agreement, except to the extent such claim(s) arise out of Sprint's gross negligence or willful misconduct or omission.

16.3. Sprint shall indemnify and hold harmless Customer from all claims by Sprint's subscribers related to services provided under this Agreement, except to the extent such claim(s) arise out of Customer's gross negligence or willful misconduct or omission.

16.4. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims.

16.5. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

17. Cooperation On Fraud. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

18. Notices.

18.1. For all written notices sent to the address below using certified mail, or delivered in person, notice shall be effective when sent.

| | | | |
|---|---|---|---|
| If to Sprint: | Director – Wholesale & Interconnection Management<br>Sprint<br>6450 Sprint Parkway<br>KSOPHN0116-1B671<br>Overland Park, KS 66251 | If to Customer: | Intrado Inc.<br>1601 Dry Creek Drive<br>Longmont, CO 80503<br>Attn: General Counsel<br>Copy to: Chief Financial Officer |

18.2. If delivery, other than certified mail is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. The address

to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

19. Amendment. This Agreement may only be modified by a written amendment signed by an authorized representative of each Party.

20. Assignment.

20.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Customer or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

20.2. Except as provided above, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void.

21. Severability. If any provision of this Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the Parties will negotiate a mutually acceptable replacement provision consistent with the Parties' original intent.

22. Survival. The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, payment and all other that by their content are intended to survive the expiration or termination of this Agreement will survive and continue in effect.

23. Waiver.

23.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

23.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall constitute as a general waiver or relinquishment of such term, right or condition.

23.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

24. Independent Contractors. It is the intention of the Parties that each Party shall be an independent contractor under this Agreement. The Parties' relationship and this Agreement does not constitute or create an association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates, and neither Party shall have the right or power to bind or obligate the other.

25. Third Party Beneficiaries. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Customer from providing its services to other VoIP Service Providers ("VSPs").

26. Construction. Because the Parties actively negotiated this Agreement, this Agreement will not be construed against the drafter.

27. Force Majeure.

    27.1. Neither Party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond the control of the responsible Party, including without limitation: Acts of God (e.g. natural disasters, lightning); wars, riots, terrorist activities, and civil commotions; inability to obtain equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes; and laws, orders, rules, regulations, directions, or action of any governmental authority.

    27.2. No delay or other failure to perform shall be excused pursuant to this Section unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay.

28. Governing Law. This Agreement is governed by the laws of the State of Kansas without regard to choice of law principles.

29. Entire Agreement. This Agreement, including all referenced documents, exhibits and attachments, constitutes the entire agreement and understanding between the Parties. It supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

31. Sprint E911 Responsibilities

    31.1. Where Sprint is the 911 System Service Provider, Sprint shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein (when Sprint provides the applicable 911 System component). Sprint shall provide 911 Service to Customer in a particular rate center in which Customer provides VoIP service as described below:

    31.2. Call Routing

        31.2.1 Sprint will switch 911 calls through the SR(s) to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

31.2.2. Sprint will forward the calling party number (CPN or ANI or pANI) it receives from Customer and the associated Automatic Location Identification (ALI) to the PSAP for display. If no CPN or PANI is forwarded by Customer, Sprint will route the call to the "Default" ESN assigned to the Customer 911 Trunk group and will forward an Emergency Service Central Office (ESCO) identification code for display at the Customer designated "Default" PSAP associated with that "Default" ESN. If CPN or pANI is forwarded by Customer, but no ALI record is found in the E911 DBMS or no corresponding entry is found in the ALI Steering table, Sprint will report the "No Record Found" condition to Customer in accordance with NENA standards.

31.3. Facilities and Trunking

31.3.1. Sprint shall provide and maintain sufficient dedicated E911 Trunks from the SR(s) to the PSAP, according to provisions of the appropriate state Commission-approved Tariff and documented specifications of the PSAP administrator.

31.3.2. Sprint will provide transport facilities to interconnect Customer to the SR, at the applicable rates in Exhibit 2. Additionally, when diverse facilities are requested by Customer, Sprint will provide such diversity where technically feasible and facilities are available, at the applicable rates in Exhibit 2.

31.3.3. Upon written request by Customer Sprint shall provide Customer with the geographic area (or rate center) and/or PSAPs served by the SR(s).

31.3.4. The Parties will cooperate to promptly test all trunks and transport facilities between Customer network and the SR(s).

31.4 Database

31.4.1 Where Sprint manages the 911 or E911 database, Sprint shall store the Customer's the shell record used for steering to the Customer's E911 VoIP Positioning Center in the electronic data processing database. Customer or its representative(s) is responsible for electronically providing shell records and updating this information.

31.4.2 Where Sprint manages the 911 or E911 Databases, Sprint shall coordinate access to the Sprint 911 DBMS for the initial loading and updating of Customer's shell records.

31.4.3 Sprint's 911 DBMS shall accept electronically transmitted files that are based upon NENA Version #2 format. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

31.4.4. Sprint will process Customer's shell records in the 911 DBMS based on updates to Customer's shell Records submitted by Customer or its authorized representative. Sprint will then provide Customer an error and status report.

This report will be provided in accordance with the methods and procedures described in the documentation to be provided to Customer

31.4.5. Sprint shall provide Customer with a file containing the Master Street Address Guide (MSAG) for Customer's respective service areas. The MSAG will be provided on a routine basis for those areas where Customer is providing VoIP Service and Sprint provides the applicable 911 System component.

31.4.6. Where Sprint manages the 911 DBMS, Sprint shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

31.4.7 Where Sprint manages the 911 DBMS, Sprint shall establish and maintain ALI steering tables that will contain ESQK ranges as specified by the Customer and as utilized during call processing to retrieve the call back number and location of the VoIP caller for display to the PSAP.

32. Customer E911 Responsibilities

32.1. Call Routing

32.1.1. Customer will establish transport facilities from Customer point of interface to each applicable SR office of the 911 System, where Sprint is the 911 System Service Provider.

32.1.2. Customer will forward the ANI information or related pANI of the end user calling 911 to the applicable SR(s).

32.1.3. Customer will secure, to the extent required by Customer's particular routing of E911 calls, any necessary pseudo-ANI or p-ANI, also referred to as an Emergency Service Query Key.

32.2. Facilities and Trunking

32.2.2. Customer acknowledges that its end users in a single ILEC local calling area may be served by different SRs, and that Customer shall be responsible for providing transport facilities and trunking to route 911 calls from its end users to the proper SR.

32.2.3. Customer shall provide a minimum of two (2) one-way outgoing E911 DS0 trunk(s), provisioned on a DS1 facility, dedicated for originating 911 emergency service calls from the Customer point of interface to each SR, where applicable. Where SS7 connectivity is available (and technically feasible) and required by the applicable PSAP, the Parties agree to implement Common Channel Signaling.

32.2.4. Where PSAPs do not have the technical capability to receive a 10-digit ANI, 911 traffic originating in one (1) NPA (area code) must be transmitted

over a separate 911 Trunk group from 911 traffic originating in any other NPA (area code) 911.

32.2.5. Customer shall maintain transport capacity sufficient to route traffic over trunks between the Customer point of interface and the SR.

32.2.6. Customer shall provide sufficient trunking and transport facilities to route Customer's originating 911 calls to the designated Sprint SR. Customer is responsible for requesting that trunking and transport facilities be routed diversely for 911 connectivity.

32.2.7. Customer is responsible for determining the proper quantity of trunks and transport facilities from its point of interface to the Sprint SR.

32.2.8. Customer shall engineer its 911 Trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by applicable law or duly authorized Governmental Authority.

32.2.9. Customer shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If Customer's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, Customer shall request additional circuits from Sprint.

32.2.10. Customer will cooperate with Sprint to promptly test all 911 Trunks and transport facilities at installation between Customer network and the SRs to assure proper functioning of 911 service. Customer agrees that it will not pass live 911 traffic until successful testing is completed by both Parties.

32.2.11. Customer is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to the point of interface. Sprint will be responsible for the coordination and restoration of all 911 network maintenance problems on Sprint's side of the point of interface. Customer is responsible for advising Sprint of the circuit identification and the fact that the circuit is a 911 circuit when notifying Sprint of a failure or outage. The Parties agree to cooperate and expeditiously resolve any 911 outage. Sprint will refer network trouble to Customer if no defect is found in Sprint's 911 network.

32.3. Database

32.3.1. Coincident with establishing and testing E911 circuits between the Customer's switching equipment and all appropriate SRs, Customer shall be responsible for providing Customer's shell records to Sprint for inclusion in Sprint's DBMS on a timely basis. The Parties shall arrange for the automated input and periodic updating of Customer's shell records.

32.3.2. Customer shall provide initial and ongoing updates of the Customer's shell records that are MSAG-valid in electronic format based upon established NENA standards.

32.3.3. Customer shall use a Customer ID on all shell records in accordance with NENA standards. The Intrado ID is used to identify the service provider of record.

32.3.4. Customer is solely responsible for providing Sprint updates to the ALI database; in addition, Customer is solely responsible for correcting any errors that may occur during the entry of its data to the Sprint 911 DBMS.

32.3.5. Customer is solely responsible for providing test records and conducting call-through testing on all new rate areas where Customer will provide service. Customer is solely responsible for the accuracy of the records transmitted to Sprint.

32.4. Other

32.4.1. Customer is responsible for compliance with all state specific requirements including any and all those imposed by, or required of, the PSAP administrator that are commercially and technically feasible.

32.4.2. Customer is responsible for all negotiations and relationships with any municipalities, government agencies, or third parties serving in such a capacity as a primary service provider or PSAP administrator. All such relations are separate from this Agreement, and Sprint makes no representations on behalf of Customer or any other third party.

32.4.3. Customer or Customer's underlying VoIP Service Providers are responsible for remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or end users by any such entity within whose boundaries Customer provides VoIP Service.

33. E911 Responsibilities of Both Parties

33.1. Subject to Customer placing orders for 911 service, the Parties will jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from Customer's point of interface to the designated SR.

34. E911 Practices and Compliance

34.1. With respect to all matters covered by this Agreement, each Party will comply with all of the following to the extent applicable to E911 Service: (i) FCC and state commission rules and regulations, (ii) requirements imposed by any governmental authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA or technical equivalent.

34.2. E911 Service is provided for the use of the PSAP administrator, municipality, or other governmental entity.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

| **"Sprint"** | | **"Customer"** | |
|---|---|---|---|
| By: | *William E. Cheek* | By: | *Lawrence P. Jennings* |
| Name (typed): | William E. Cheek | Name (typed): | Lawrence P. Jennings |
| Title: | President, Wholesale Markets | Title: | COO |
| Date: | 9/30/05 | Date: | 9/27/05 |

**Exhibit 1 – Sprint Entities**

| State | Company Name | State of Incorporation |
|---|---|---|
| FL | Sprint-Florida, Incorporated | Florida |
| IN | United Telephone Company of Indiana, Inc. d/b/a Sprint | Indiana |
| KS | United Telephone Company of Kansas d/b/a Sprint; | Kansas |
| | United Telephone Company of Eastern Kansas d/b/a Sprint; | |
| | United Telephone Company of Southcentral Kansas d/b/a Sprint; | |
| | Sprint Missouri, Inc. d/b/a United Telephone Company of Southeastern Kansas | Missouri |
| MO | Sprint Missouri, Inc. | Missouri |
| NE | United Telephone Company of the West d/b/a Sprint | Delaware |
| NV | Central Telephone Company – Nevada dba Sprint of Nevada | Delaware |
| NC | Carolina Telephone and Telegraph Company; | North Carolina |
| | Central Telephone Company – North Carolina Division | Delaware |
| OH | United Telephone Company of Ohio | Ohio |
| OR | United Telephone Company of the Northwest | Oregon |
| PA | The United Telephone Company of Pennsylvania | Pennsylvania |
| SC | United Telephone Company of the Carolinas | South Carolina |
| TN | United Telephone – Southeast, Inc. | Virginia |
| TX | United Telephone Company of Texas, Inc. d/b/a Sprint; | Texas |
| | Central Telephone Company of Texas, Inc. d/b/a Sprint | |
| VA | Central Telephone Company of Virginia; | Virginia |
| | United Telephone – Southeast, Inc. | |

## Exhibit 2 – Pricing

| USOC | COS | Rate Element | CLLI Code | MRC | NRC | Switch Type | Point Code |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| CLSOC | N/A | Service Order Charge | | | $30.00 | | |
| | | | | | | | |
| CL911 | XCIN0 | DS0 911 Tandem Port | | $60.00 | $130.00 | | |
| | | | | | | | |
| CLXC1 | XCIN1 | DS1 Intra-office 911 Facility Connection | | $30.00 | N/A | | |
| | | | | | | | |
| | | **DS1 Intra-exchange 911 Facility Connection** | | | | | |
| | | **NC** | | | | | |
| CLI00 | XCIN1 | Clinton | CLTNNCXA1ED | $150.00 | $350.00 | DMS 100 | 239-015-033 |
| CLI00 | XCIN1 | Rocky Mount | RCMTNCXB1ED | $180.00 | $350.00 | DMS 100 | 239-015-040 |
| CLI00 | XCIN1 | Elkin | ELKNNCXA1ED | $150.00 | $350.00 | ECS1000 | 230-052-201 |
| CLMU1 | XCIN1 | Multiplexing, as applicable | | $350.00 | $151.00 | | |
| | | **VA** | | | | | |
| CLI00 | XCIN1 | Charlottesville | CHVLVAXA9ED | $145.00 | $325.00 | DMS 100 | 230-041-201 |
| CLI00 | XCIN1 | Wytheville | WYVLVAXA1ED | $145.00 | $325.00 | DMS 100 | 239-018-019 |
| CLI00 | XCIN1 | Rocky Mount | RCMTVAXA1ED | $150.00 | $325.00 | ECS 1000 | 230-043-201 |
| CLI00 | XCIN1 | Farmville | FRVLVAXA9ED | $150.00 | $325.00 | DMS 100 | 230-041-103 |
| CLMU1 | XCIN1 | Multiplexing, as applicable Charlottesville, Wytheville | | $350.00 | $151.00 | | |
| CLMU1 | XCIN1 | Multiplexing, as applicable Rocky Mount, Farmville | | $350.00 | $151.00 | | |
| | | **SC** | | | | | |
| CLI00 | XCIN1 | Beaufort | BUFTSCXAH01 | $150.00 | $325.00 | DMS 100 | 239-018-023 |
| CLI00 | XCIN1 | Greenwood | GNWDSCXC9ED | $145.00 | $325.00 | DMS 100 | 239-018-022 |
| CLMU1 | XCIN1 | Multiplexing, as applicable Beaufort | | $300.50 | $140.00 | | |
| CLMU1 | XCIN1 | Multiplexing, as applicable Greenwood | | $250.00 | $140.00 | | |
| | | **TN** | | | | | |
| CLI00 | XCIN1 | Johnson City | JHCYTNCX9ED | $145.00 | $325.00 | DMS 100 | 239-018-015 |
| CLMU1 | XCIN1 | Multiplexing, as applicable | | $250.00 | $140.00 | | |
| | | **FL** | | | | | |
| CLI00 | XCIN1 | Tallahassee | TLHSFLXDDS0 | $230.00 | $360.00 | DMS 100 | 230-011-007 |
| CLI00 | XCIN1 | Leesburg | LSBGFLXADS1 | $230.00 | $360.00 | DMS 100 | 239-011-017 |
| CLI00 | XCIN1 | Ft. Meyers | FTMYFLXADS0 | $200.00 | $360.00 | DMS 100 | 239-009-013 |
| CLMU1 | XCIN1 | Multiplexing, as applicable Tallahassee, Leesburg | | $385.00 | $150.00 | | |
| CLMU1 | XCIN1 | Multiplexing, as applicable Ft. Myers | | $325.00 | $150.00 | | |
| | | **OH** | | | | | |
| CLI00 | XCIN1 | Mansfield | MNFDOHXA3ED | $225.00 | $400.00 | DMS 100 | 239-013-003 |
| CLMU1 | XCIN1 | Multiplexing, as applicable | | $375.25 | $140.00 | | |
| | | **PA** | | | | | |
| CLI00 | XCIN1 | Carlisle | CRLSPAXC3ED | $164.50 | $309.00 | DMS 100 | 239-014-010 |
| CLMU1 | XCIN1 | Multiplexing, as applicable | | $282.00 | $142.00 | | |
| | | **IN** | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **CLI00** | **XCIN1** | Warsaw | WRSWINXA2ED | $217.80 | $400.00 | ECS 1000 | 239-013-017 |
| **CLMU1** | **XCIN1** | Multiplexing, as applicable | | $273.60 | $166.00 | | |
| | | **MO** | | | | | |
| **CLI00** | **XCIN1** | Jefferson City | JFCYMOXA91W | $160.00 | $340.00 | ECS 1000 | 239-012-001 |
| **CLI00** | **XCIN1** | Warrensburg | WRBGMOXA91W | $165.00 | $340.00 | ECS 1000 | 239-012-002 |
| **CLI00** | **XCIN1** | Maryville | MAVLMOXA2ED | $195.00 | $340.00 | ECS 1000 | 239-012-004 |
| **CLMU1** | **XCIN1** | Multiplexing, as applicable Jefferson City | | $250.00 | $125.00 | | |
| **CLMU1** | **XCIN1** | Multiplexing, as applicable Warrensburg | | $260.00 | $125.00 | | |
| **CLMU1** | **XCIN1** | Multiplexing, as applicable Marysville | | $326.00 | $125.00 | | |
| | | **KS** | | | | | |
| **CLI00** | **XCIN1** | Junction City | JNCYKSXA91W | $170.00 | $340.00 | ECS 1000 | 239-012-007 |
| **CLI00** | **XCIN1** | Hiawatha | HWTHKSXA91W | $170.00 | $340.00 | ECS 1000 | 239-012-020 |
| **CLMU1** | **XCIN1** | Multiplexing, as applicable | | $290.00 | $125.00 | | |
| | | **TX** | | | | | |
| **CLI00** | **XCIN1** | Athens | ATHNTXXA91W | $170.00 | $340.00 | ECS 1000 | 239-016-001 |
| **CLMU1** | **XCIN1** | Multiplexing, as applicable | | $290.00 | $125.00 | | |
| | | **NE** | | | | | |
| **CLI00** | **XCIN1** | Scottsbluff | SCTSNEXU91W | $170.00 | $340.00 | ECS 1000 | 239-012-005 |
| **CLMU1** | **XCIN1** | Multiplexing, as applicable | | $290.00 | $125.00 | | |
| | | **NV** | | | | | |
| **CLI00** | **XCIN1** | Las Vegas | LSVGNVXBDS1 | $103.00 | $350.00 | DMS 100 | 230-004-082 |
| **CLMU1** | **XCIN1** | Multiplexing, as applicable | | $235.00 | $125.00 | | |
| | | **OR** | | | | | |
| **CLI00** | **XCIN1** | Sheridan | SHRDORXADS0 | $246.30 | $550.00 | DMS 100 | 239-009-003 |
| **CLI00** | **XCIN1** | The Dalles | THDLORXADS0 | $246.30 | $550.00 | DMS 100 | 239-019-002 |
| **CLMU1** | **XCIN1** | Multiplexing, as applicable | | $325.10 | $150.00 | | |
| | | | | | | | |

EMBARQ

# JOINTLY PROVIDED E911 NETWORK SERVICES
# COMMERCIAL AGREEMENT

This Commercial Agreement ("Agreement"), with an Effective Date of March 5, 2008, is entered into by and between [redacted] a [redacted] corporation, and United Telephone Company of Indiana, Inc. d/b/a Embarq ("Embarq"), an Indiana corporation.

Whereas, [redacted] and Embarq (the "Parties", or individually, a "Party") enter this Agreement to establish the rates, terms and conditions governing each Party's provision of Services (as described herein) to the other Party.

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

## 1. DEFINITIONS

1.1. The following terms shall have the meanings set forth below when such terms appear in capitalized form within this Agreement, but such defined terms shall not be exclusive of any other capitalized terms which may be specifically defined in other provisions of this Agreement.

1.2. **"Agreement"** means this Agreement and all exhibits, schedules, or other attachments to this Agreement that are specifically identified and incorporated herein by reference.

1.3. **"Automatic Location Identification/Data Management System"** (**"ALI/DMS"**) means the emergency service ("E911/911") database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which PSAP to route the call.

1.4. **"Automatic Location Identification"** (**"ALI"**) means a feature that provides the caller's telephone number, address and the names of the Emergency Response agencies that are responsible for that address.

1.5. **"Business Day(s)"** means the days of the week excluding Saturdays, Sundays, and all Embarq holidays.

1.6. **"Customer Proprietary Network Information"** (**"CPNI"**) shall have the meaning specified in the 47 USC §222.

1.7. **"Day(s)"** means calendar days unless otherwise specified.

1.8. **"Effective Date"** is the date as specified above.

1.9. **"Enhanced 911 Service"** (**"E911"**) means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated PSAP attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed.

1.10. **"E911 Authority"** means the authoritative jurisdiction of a particular 911 or E911 system, which could be a county/parish or city government, a special 911 or emergency communications district, a council of government, and/or individual PSAP or other similar body.

1.11. **"E911 Network"** includes but is not limited to, trunks, circuits, selective routers, databases, and database management systems, computer systems, and other

equipment and software which provides for the delivery of both data and voice associated with an E911 call to the appropriate E911 Authority at its designated Public Safety Answering Point (PSAP) facility. The E911 Network begins at the origination point of the 911 call, and ends at the point of demarcation located at the E911 Authority's PSAP facility.

1.12. **"Parties"** means, jointly, Embarq and [redacted] and no other entity, affiliate, subsidiary or assign.

1.13. **"Party"** means Embarq or [redacted] and no other entity, affiliate, subsidiary or assign.

1.14. **"Primary Provider"** is the company with overall responsibility for providing E911 Service to the E911 Authority. The Primary Provider generally provides Routing and/or Database service to the PSAP.

1.15. **"Public Safety Answer Point"** (**"PSAP"**) means a facility equipped and staffed to receive 9-1-1 calls.

1.16. **"Secondary Provider"** is the company that provides support services to the Primary Provider. These support services allow subscribers served by the Secondary Provider to be integrated into the E911 system provided by the Primary Provider. The Secondary Provider also provides Network facilities to the Primary Provider to enable its end-user "subscribers" to dial 911 and be routed to the proper PSAP.

1.17. **"Services"** means the services provided to [redacted] by Embarq under this Agreement. As used in this Agreement, the term "Service(s)" means all commercially available, non-Tariffed services provided by Embarq to [redacted] pursuant to this Agreement. Embarq Tariffed services provided pursuant to any filed tariff of Embarq or an Embarq affiliated company are not Services and are not available under this Agreement.

1.18. **"Tariffs"** means the Embarq local exchange carrier Tariffs filed at the state or federal level for the provision of a Telecommunications Service that may include the terms, conditions and pricing of that service. A Tariff may be required or voluntary and may or may not be specifically approved by the appropriate state commission or Federal Communications Commission ("FCC").

1.19. **"Telecommunications Service"** is as defined in 47 CFR §153(46).

1.20. **"Telecommunications"** is as defined in 47 CFR §153(43).

## 2. TERM

2.1. This Agreement expires March 4, 2009 (the "Initial Term"). This Agreement will become effective on the date specified and shall continue in force and effect for one (1) year and thereafter shall be automatically renewed for one-year periods upon the same terms and conditions as set forth herein, unless terminated by either Party upon giving written notice of termination to the other not less than ninety (90) Days prior to the expiration of the Initial Term or any subsequent one (1) year term.

2.2. Upon expiration or termination of this Agreement, if the Parties have not executed a successor Agreement within thirty (30) Days after such expiration or termination, then any Service provided by one Party to the other Party following such expiration or termination shall be subject to the terms and conditions governing comparable access service, including pricing, and each Party must submit the necessary orders to convert the Service to an alternative service arrangement within such thirty (30) Day period following the termination or expiration. If a Party fails to submit the necessary orders, then the other Party will have the right to terminate or to convert the E911 Services to an alternative service arrangement, and will assess a conversion charge and a management fee for work performed, unless the Party providing service notifies the other Party within such thirty (30) Day period to cancel any such alternative service arrangements.

## 3. SERVICES AND IMPLEMENTATION PLAN

3.1. Each Party will provide the Service described in Schedule 1 for the purpose of allowing the Primary Provider to provide services to its end-user customers.

3.2. Compensation for the Service shall be as set forth in Schedule 1.

3.3. The Parties understand that the arrangements and provision of Services described in this Agreement may require technical and operational coordination between the Parties. Accordingly, the Parties agree to work cooperatively to implement this Agreement and each Party agrees to provide the other Party information necessary to establish and maintain accounts and Services under this Agreement.

## 4. DISCLAIMER OF WARRANTIES

4.1. UNLESS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT, AND ONLY TO SUCH EXTENT, IF ANY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY, RELIABILITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF INTELLECTUAL PROPERTY NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

## 5. PERFORMANCE MEASURES

5.1. No performance measures or related incentive payments apply to Services provided under this Agreement.

## 6. TRADEMARKS

6.1. Neither Party will use the service marks, trademarks, trade secrets, name, logos, or carrier identification code ("CIC") of the other Party or any of its affiliates for any purpose, without the other Party's prior written consent. No rights, and particularly licenses, to trademarks, inventions, copyrights, patents, or any other intellectual property rights are implied or granted under this Agreement or by the conveying of information between the Parties, which shall be subject to the provisions of this Agreement governing the treatment of Confidential Information.

## 7. PUBLICITY

7.1. [redacted] will not, without Embarq's prior written consent, make any press release concerning this Agreement. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

## 8. TERMINATION

8.1. Either Party may terminate this Agreement upon sixty (60) Days written notice to the other Party.

8.2. Either Party may immediately terminate this Agreement or discontinue Services:

8.2.1. If the Party receiving Services fails to cure its breach of the payment terms within ten (10) Days after written notice from the other Party; or,

8.2.2. One Party fails to cure any other material breach of this Agreement within thirty (30) Days after written notice from the other Party.

8.3. Embarq may terminate this Agreement without liability with at least thirty (30) Days notice to [redacted]

8.3.1. If [redacted] does not meet its undisputed obligations, including judgments, to third parties as those obligations become due; or,

8.3.2. [redacted] becomes subject to a bankruptcy, insolvency, administration, reorganization or liquidation proceeding, or any other similar or related company reconstruction, receivership or administration action, whether voluntary or involuntary; or,

8.3.3. [redacted] makes an assignment for the benefit of creditors; or,

8.3.4. [redacted] becomes insolvent. For purposes of this Agreement, insolvent shall mean:

(a) [redacted] does not meet its undisputed obligations, including judgments, to third parties as those obligations become due, or

(b) [redacted]'s stock is removed or delisted from a trading exchange, or

(c) [redacted]'s long-term debt goes on a watch or warning list, or

(d) [redacted]'s long-term debt rating is downgraded more than two levels from its debt rating as of the Effective Date.

8.4. Notwithstanding the terms and conditions of Section 8 for terminating this Agreement, [redacted] will remain liable for all invoices, charges, and Services provided up to the termination date.

8.5. [redacted] may terminate this Agreement if Embarq fails to cure any material breach of this Agreement. To terminate under this Section 8, [redacted] must give Embarq written notice of a material failure to provide Services. Embarq's opportunity to cure will be a minimum of thirty (30) Days from Embarq's receipt of notice. If Embarq fails to cure, [redacted] may terminate thirty (30) Days after giving Embarq notice of the failure to cure. Embarq's material failure does not include a failure caused by a force majeure event.

8.6. Termination of this Agreement is without prejudice to any other right or remedy of the Parties. Termination of this Agreement for any cause does not release either Party from any liability that:

8.6.1. at the time of termination, has already accrued to the other Party;

8.6.2. may accrue in respect of any act or omission before termination; or

8.6.3. from any obligation that is expressly stated to survive termination.

8.7. Notwithstanding the terms and conditions of Section 8 of this Agreement, should Embarq sell or trade all or substantially all of the assets in an exchange or group of exchanges that Embarq uses to provide the Services, this Agreement is terminated in whole or in part as to that particular exchange or group of exchanges.

## 9. AUDIT RIGHTS

9.1. Each Party to this Agreement will be responsible for the accuracy and quality of any information submitted to the other Party. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to service provided under this Agreement, including billing and invoicing, once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing or compliance with this Agreement. An audit is a comprehensive review of bills for Services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) audit per twelve (12) month

period commencing from the Effective Date, with the assistance of the other Party ("Audited Party"), which will not be unreasonably withheld. The audit period will include no more than the preceding twelve (12) month period as of the date of the audit request.

9.2. Upon thirty (30) Days written notice by the Requesting Party to the Audited Party, the Requesting Party shall have the right through its authorized representative to make an audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the Services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the audit, the documents and processes to be reviewed, and the time, place and manner in which the audit shall be performed.

9.3. Subject to the restrictions set forth herein, the Audited Party will cooperate fully with the Requesting Party. The Audited Party agrees to provide reasonable audit support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines). In addition, the following guidelines and restrictions shall apply to any such audit:

9.3.1. the Audited Party may require the Requesting Party's employees or representatives to conduct the audit on the premises of the Audited Party;

9.3.2. the Audited Party will have the right to have an employee or representative present at all times during the audit;

9.3.3. the Requesting Party will not have direct unrestricted access to the Audited Party's computer database without the consent of the Audited Party;

9.3.4. the Requesting Party will be entitled to review only those specific records of the Audited Party directly related to customer activations, deactivations, customer billing records, and any records directly related to monetary obligations or restrictions on business activities of a Party hereunder. The Requesting Party's audit of activation, deactivation, and customer billing records will be limited to a reasonable random sampling audit of such records.

9.4. Each Party shall bear its own expenses in connection with the conduct of the audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the audit will be paid by the Requesting Party. For purposes of this Section, a special data extraction is the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent audit.

9.5. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties.

9.6. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

9.7. The audit rights set forth in this Section, and the right to obtain the benefit of any appropriate adjustments based on such audits, shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement. Each Party will maintain complete and accurate records during the Term of this Agreement and for one (1) year after the expiration or termination of this Agreement,

in a form reasonably sufficient to substantiate [redacted] orders, compensation or reporting obligations, payments, and any other obligations under this Agreement.

## 10. CONFIDENTIALITY

10.1. The following provisions will govern the exchange of information between the Parties. To the extent such provisions are in conflict with the provisions of a separate non-disclosure agreement between the Parties, the separate agreement shall be controlling, except that the following provisions shall survive the earlier expiration or termination of any separate agreement.

10.2. All information which is disclosed by one Party ("Disclosing Party") to the other Party ("Recipient") in connection with this Agreement, including the terms and conditions herein, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary and subject to this Agreement ("Confidential Information"). Such information includes, but is not limited to, orders for Services, usage information in any form, and CPNI as that term is defined in 47 USC §222 and the rules and regulations of the FCC.

10.3. During the term of this Agreement, and for a period of five (5) years thereafter, Recipient shall use any Confidential Information only for the purpose of performing under this Agreement, and safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information. The Recipient shall hold such Confidential Information in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and who are subject to written obligations protecting and restricting their use of such Confidential Information to the same degree as set forth in this Agreement.

10.4. Recipient shall have no obligation to safeguard Confidential Information:

10.4.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party;

10.4.2. which becomes publicly known or available through no breach of this Agreement by Recipient;

10.4.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure;

10.4.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.

10.5. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.

10.6. Each Party agrees that in the event of a breach of this Section 10 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

10.7. Except as otherwise expressly provided in this Section 10, nothing herein shall be construed as limiting or waiving the rights of either Party with respect to its customer information under any applicable law, including without limitation 47 USC §222.

10.8. If any material non-public information is disclosed, the receiving Party agrees that it will comply with SEC Regulation FD (Fair Disclosure), and refrain from trading in the Disclosing Party's stock until that material non-public information is publicly disseminated.

10.9. All Confidential Information remains the property of the Disclosing Party unless otherwise specified in writing. Such Confidential Information, including all copies of such information, must be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and, in any event, upon termination of this Agreement. At the request of the Disclosing Party, the Receiving Party will furnish a certificate of an officer of the Receiving Party certifying that Confidential Information not returned to Disclosing Party has been destroyed.

## 11. LIMITATION OF LIABILITY

11.1. If as a result of fire, flood, storm, acts of God, strikes, labor disputes, war, or civil disturbance, either Party fails to perform any of its obligations under this Agreement, the non-performing Party shall not be liable to the other Party for any loss or damage occasioned by such non-performance.

11.2. Neither Party, its parents, subsidiaries, affiliates, agents, servants or employees shall be liable for damages arising from errors, mistakes, omissions, interruptions, delays outages or interference in the course of establishing, furnishing, rearranging, moving, terminating, changing, providing or failing to provide Services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the Services or facilities) in the absence of willful misconduct.

11.3. Notwithstanding the foregoing, in no event shall Embarq's liability to [redacted] for errors, mistakes, omissions, interruptions, delays outages or interference in the course of establishing, furnishing, rearranging, moving, terminating, changing, providing or failing to provide Services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the Services or facilities) exceed an amount equal to the proportionate charge for the Service provided for the period during which the Service was affected.

11.4. Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue, lost business opportunities, or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, and irrespective of whether the other Party was or should have been aware of the possibility of such losses, except that the foregoing shall not limit a Party's obligation under Section 5 to indemnify, defend, and hold the other Party harmless against claims brought by third parties, including claims by [redacted]'s end-users.

## 12. INDEMNIFICATION

12.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.

12.2. [redacted] shall indemnify and hold harmless Embarq from all claims by [redacted]'s subscribers related to Services provided under this Agreement.

12.3. Embarq shall indemnify and hold harmless [redacted] from all claims by Embarq's subscribers related to Services provided under this Agreement.

12.4. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.

12.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is

responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims.

12.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

12.7. When the lines or services of other companies and carriers are used in establishing connections either to, or from, points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

12.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or pursuant to any order of a regulatory commission having jurisdiction over the Service, and to the extent the Service provided or contemplated under this Agreement constitutes a Telecommunications Service, provide, in its Tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for (i) Consequential Damages, or (ii) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the services or functions that gave rise to such loss.

## 13. COOPERATION ON FRAUD

13.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

## 14. NOTICES

14.1. Written notices sent to the address below using certified mail, or delivered in person, shall be effective when sent.

If to [redacted]

[redacted]

With a copy to:

[redacted]

If to Embarq:

Director Wholesale Markets
Embarq
KSOPKB0401-413
9300 Metcalf Avenue
Overland Park, KS 66212

With a copy to:

14.2. If delivery, other than certified mail is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

## 15. AMENDMENT

15.1. This Agreement may only be modified by a written amendment signed by an authorized representative of each Party.

## 16. ASSIGNMENT

16.1. If any Affiliate (as defined below) of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement without the necessity of any prior written consent by the other Party. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed [redacted] or Embarq and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking. For purposes of this paragraph, "Affiliate" shall mean a legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party. An entity is considered to control another entity if it owns, directly or indirectly, more than fifty percent (50%) of the total voting securities or other similar voting rights.

16.2. Except as provided above, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, shall be void, unless the prior written consent to such assignment has been obtained from the other Party, which consent shall not be unreasonably withheld or delayed.

## 17. SEVERABILITY

17.1. If any provision of this Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the Parties will negotiate a mutually acceptable replacement provision consistent with the Parties' original intent.

## 18. SURVIVAL

18.1. The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, payment and all other that by their content are intended to survive the expiration or termination of this Agreement will survive and continue in effect.

## 19. WAIVER

19.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

19.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall constitute as a general waiver or relinquishment of such term, right or condition.

19.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

## 20. INDEPENDENT CONTRACTORS

20.1. It is the intention of the Parties that each Party shall be an independent contractor under this Agreement. The Parties' relationship and this Agreement does not constitute or create an association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates, and neither Party shall have the right or power to bind or obligate the other.

## 21. THIRD PARTY BENEFICIARIES

21.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto

## 22. FORCE MAJEURE

22.1. Neither Party will be responsible for any delay, interruption or other failure to perform under this Agreement due to any acts or causes beyond the control of the Party whose performance was affected thereby, including without limitation: Acts of God (e.g., natural disasters, lightning) actions of any civil or military governmental authority, including enactment or issuance of laws, orders, rules, regulations, or directions that prohibit or prevent such performance, epidemics, quarantine, marshal law, wars, riots, insurrections, terrorist activities, and civil commotions, explosions and fires, power outages, flood, embargoes, strikes, labor disputes, laws, orders, rules, regulations, directions, or action of any governmental authority, inability to obtain equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities and other acts of third parties.

22.2. No delay or other failure to perform shall be excused pursuant to this Section unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay.

## 23. GOVERNING LAW

23.1. This Agreement is governed by the laws of the State of Indiana without regard to choice of law principles.

## 24. ENTIRE AGREEMENT AND FURTHER ACTION

24.1. This Agreement, including all referenced documents and attachments, constitutes the entire Agreement and understanding between the Parties. It supersedes all prior or contemporaneous negotiations or Agreements, whether oral or written, relating to its subject matter.

24.2. Each Party, upon the reasonable request of the other Party, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the intent and purposes of this Agreement.

## 25. ORDERING AND PROVISIONING

25.1. Embarq shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable [redacted] to provide the Services.

## 26. ACCESS TO CPNI

26.1. For any [redacted]'s end user customer, Embarq (subject to applicable rules, orders, and decisions) will provide [redacted] with access to CPNI without requiring [redacted] to produce a signed LOA, based on [redacted]'s blanket representation that the end user customer has authorized [redacted] to obtain such CPNI.

## 27. CONSTRUCTION

27.1. The Parties agree that this Agreement will not be construed for or against the drafter since each Party has sufficient business experience and has had sufficient opportunity to seek the assistance of legal counsel prior to the execution of the Agreement.

## 28. COUNTERPARTS

28.1. This Agreement may be executed in any number of counterparts with the same effect as if each Party had signed the same document.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives.

| [redacted] | | **Embarq** | |
|---|---|---|---|
| By: | [redacted] | By: | *[signed] William E. Cheek* |
| Name : | | Name: | William E. Cheek |
| Title: | Chief Operations Officer | Title: | President – Wholesale Markets |
| Date: | 03/05/08 | Date: | 03/18/08 |

# SCHEDULE 1

## Jointly Provided E911 Network Services

### 1. TERMS AND CONDITIONS

1.1. Access to E911 Emergency Network

1.1.1. Where one Party is the retail provider (Primary Provider) of E911 Services for the E911 Authority in a location where there is also a presence of the other Party (Secondary Provider), the Primary Provider agrees to provide connection to its E911 network to the Secondary Provider as set out in the following sections of this agreement.

1.1.2. The Secondary Provider agrees to provide the necessary network and ALI database support services that will enable the Primary Provider to fully integrate all end users into the E911 system.

1.1.3. [redacted] and Embarq agree that this agreement will be reciprocal and said connections will apply equally when [redacted] is the Secondary Provider and Embarq is Primary Provider, or the reverse. E911 connection includes the following:

(a) Transporting the E911 calls from the Secondary Provider exchange Switching Control Office or Exchange Selective Router or Selective Router to the Switching Control Office or Selective Router of the E911 Primary Provider.

(b) Switching 911 calls originating from the Secondary Provider's exchange(s) through the Control Office/Selective Router to the designated primary Public Safety Answering Point (PSAP) or to designated alternate locations.

(c) Storing and updating the names, street addresses and associated telephone numbers provided by the Secondary Provider from each of the Secondary Provider's exchange(s) in an electronic database of the E911 Data Management System (DMS), including the ALI database; and

(d) Displaying the telephone numbers of Secondary Provider's end users calling 911 along with the associated names and/or street address (or central office identification codes if ANI is not available) at any attendant position console of the PSAP or its designated alternate location.

(e) Where applicable, provide and maintain equipment at the switching control office and data management center of the E911 Network.

1.1.4. Billing To E911 Authority. Where applicable because of contractual obligations or regulatory requirements, each Party shall bill the E911 Authority the amount of charges for the Services provided by that Party.

1.1.5. Sufficient Trunks to Provide Service. Both the Primary and Secondary Providers shall provide and maintain sufficient interoffice dedicated E911 trunks and central office equipment so that adequate and sufficient E911 Service will be furnished at all times to both Parties' end users.

1.1.6. The Parties agree that a minimum of P.01 grade of service shall be maintained for network facilities that support end user E911 traffic.

1.1.7. Standard Operating Methods. With respect to all matters covered by this Section, both Parties shall comply with standard operating methods and

practices and observe the rules and regulations of their respective lawfully established tariffs or contractual obligations covering the provision of E911 Service.

1.1.8. Confidential Information. The 911 Services information and records provided to each Party by the other shall be considered Confidential Information pursuant to Section 10 of the General Terms and Conditions of this Agreement and shall be utilized for the provision of 911 Services and for no other purpose.

1.2. Common Channel Signaling System 7 Interconnection

1.2.1. Purpose. The purpose of this Subsection is to describe Common Channel Signaling System (CCS7) Interconnection between the Parties. CCS7 is a network signaling technology using Signaling System 7 (SS7) protocol in which all signaling information between two or more signaling nodes is transmitted over dedicated, high-speed data links (out-of-band signaling), rather than over the public switched network (in-band signaling).

1.2.2. Physical Connection. Interconnection between Embarq and [redacted] for CCS7 signaling capability shall require an industry standard SS7 connection.

1.3. E911 General Requirements

1.3.1. In government jurisdictions where Embarq has obligations under existing agreements as the Primary Provider of the 911 System to the E911 Authority, the Parties shall participate in the provision of the 911 System as follows:

(a) Each Party shall be responsible for those portions of the E911 Network for which it has control, including any necessary maintenance to each Party's portion of the E911 Network.

(b) Embarq shall be responsible for maintaining the E911 database and the E911 routing database.

(c) The ALI database shall be managed by Embarq, and is the property of Embarq, although such ALI database may contain records provided by [redacted].

(d) [redacted] shall be solely responsible for providing [redacted] database records to Embarq for inclusion in Embarq's ALI database on a timely basis.

(e) [redacted] shall assign an E911 database coordinator charged with the responsibility of forwarding [redacted] end user ALI record information to Embarq or via a third-party entity, charged with the responsibility of ALI record transfer. [redacted] assumes all responsibility for the accuracy of the data that [redacted] provides to Embarq.

(f) [redacted] shall provide information on new subscribers to Embarq within one (1) Business Day of the order completion. Embarq shall update the database within two (2) Business Days of receiving the data from [redacted]. If Embarq detects an error in the [redacted] provided data, the data shall be returned to [redacted] within two (2) Business Days from when it was provided to Embarq. [redacted] shall respond to requests from Embarq to make corrections to database record errors by uploading corrected records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.

1.3.2. In government jurisdictions where [redacted] has obligations under existing agreements as the Primary Provider of the 911 System to the E911 Authority, the Parties shall participate in the provision of the 911 System as follows:

(a) Each Party shall be responsible for those portions of the E911 Network

for which it has control, including any necessary maintenance to each Party's portion of the E911 Network.

(b) [redacted] shall be responsible for maintaining the E911 database and the E911 routing database.

(c) The ALI database shall be managed by [redacted] and is the property of [redacted] although such ALI database may contain records provided by Embarq.

(d) Embarq shall be responsible for providing Embarq database records to [redacted] for inclusion in [redacted]'s ALI database on a timely basis.

(e) Embarq shall assign an E911 database coordinator charged with the responsibility of forwarding Embarq end user ALI record information to [redacted] or via a third-party entity, charged with the responsibility of ALI record transfer. Embarq assumes all responsibility for the accuracy of the data that Embarq provides to [redacted].

(f) Embarq shall provide information on new subscribers to [redacted] within one (1) Business Day of the order completion. [redacted] shall update the database within two (2) Business Days of receiving the data from Embarq. If [redacted] detects an error in the Embarq provided data, the data shall be returned to Embarq within two (2) Business Days from when it was provided to [redacted]. Embarq shall respond to requests from [redacted] to make corrections to database record errors by uploading corrected records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.

1.3.3. E911 Database Requirements

(a) To the extent allowed by and approved by the authorized E911 Authority, and where available, each Party shall provide on an annual basis, copies of their respective ALI database records to be used for an ALI audit against the Primary Provider's database.

(b) Embarq and [redacted] shall arrange for the automated input and periodic updating of the E911 ALI database information related to the Party's end users. The Parties shall work cooperatively to ensure the accuracy of the data transfer by verifying it against the ALI database. Both Embarq and [redacted] shall accept electronically transmitted files that conform to NENA Version #2 format.

(c) The Parties agree to treat all subscriber data provided under this Agreement as confidential and to use subscriber data only for the purpose of providing E911 Services.

1.3.4. E911 Service is offered in four (4) configurations. The feature configurations are:

(a) Automatic Number Identification (ANI);

(b) Automatic Number Identification and Selective Routing;

(c) Automatic Number Identification and Automatic Location Identification (ALI); and

(d) Automatic Number Identification, Selective Routing and Automatic Location Identification.

1.4. Basis of Revenue Distribution

1.4.1. The Parties agree that the Secondary Provider will be a participating party in the provisioning of E911 Service to the E911 Authority. The Secondary Provider will

provide rates based on its own associated costs and expenses directly to the E911 Authority.

1.4.2. Any compensations due the Secondary Provider for revenue requirements, over and above those to be derived from application of the Primary Provider tariff rates and/or charges, shall be quoted as additional rates and/or charges and absent any other mutually agreed upon method of billing between the Parties, be directly billed to the E911 Authority, and shall be paid by the E911 Authority.

1.4.3. E911 terminal equipment provided by the Secondary Provider will be billed separately at rates determined by the Secondary Provider. Each E911 System will be addressed individually with the Secondary Provider concerning E911 Authority requirements, rates and service provisioning for the Secondary Provider exchange(s).

1.5. Service Locations. The Exhibits of this Agreement detail the E911 Systems where one Party is the Primary Provider and the other Party is the Secondary Provider.

1.6. The Services in this Agreement are not subject to reciprocal compensation as defined in 47 CFR §51.701(e).

## EXHIBIT # — E911 SYSTEM

Primary Provider:
Secondary Provider:

E911 Authority:
County:

| **Secondary Provider Exchanges** | **Total Access Lines** |
|---|---|
| *Exchanges are listed here.* | *Each exchange's access line total* |

| Intrado's Proposed Terms | Embarq's Proposed Terms |
|---|---|
| | |
| **Issue Number 2:**<br><br>**(a) What trunking and traffic routing arrangements should be used for the exchange of traffic when Intrado is the designated 911/E911 Service Provider?**<br><br>**(b) What trunking and traffic routing arrangements should be used for the exchange of traffic when Embarq is the designated 911/E911 Service Provider?** | |
| 55.1.3 ~~Separate trunks will be utilized for connecting INTRADO COMM's switch to each 911/E911 tandem.~~ One-way trunks shall be utilized for Local Interconnection of Embarq's network to Intrado's Intelligent Emergency Network™ for the purpose of emergency call routing applications where Intrado serves as the E911 Service provider and for Local Interconnection of Intrado's network to Embarq's Selective Routers or E911 Tandem Switches where Embarq serves as the E911 Service provider. | 55.1.3 ~~Two~~ One-way trunks shall be utilized ~~*where technically feasible* for Local Interconnection of Embarq's network to Intrado's Intelligent Emergency Network™ for the purpose of emergency call routing applications where Intrado services as the E911 Service provider and~~ for Local Interconnection of Intrado's network to Embarq's Selective Routers or E911 Tandem Switches where Embarq serves as the E911 Service provider. |
| **55.4** Interconnection of the Embarq Network to INTRADO COMM's Intelligent Emergency Network. | **55.4** Interconnection of the Embarq Network to INTRADO COMM's Intelligent Emergency Network. |
| **55.4.1** In geographic areas in which INTRADO COMM has been designated as the E911 Selective Routing provider, Embarq will provide end office direct trunking to INTRADO COMM's Intelligent Emergency Network™ for the purpose of delivery of 911 Service and E911 Service traffic from Embarq's End-Users' emergency calls to PSAPs (End-Users) served by INTRADO COMM's Selective Routing system. | **55.4.1** In geographic areas in which INTRADO COMM has been designated as the E911 Selective Routing provider, Embarq will provide end office direct trunking to INTRADO COMM's Intelligent Emergency Network™ for the purpose of delivery of 911 Service and E911 Service traffic from Embarq's End-Users' emergency calls to PSAPs (End-Users) served by INTRADO COMM's Selective Routing system where Embarq's end office is entirely served by a single PSAP. |
| **55.4.2** Embarq may aggregate and/or transport traffic from its chosen location to the INTRADO COMM Intelligent Emergency Network™ mutually agreed POI. | The terms and conditions should be included in a commercial agreement. See the discussion on POI (Issue 3). |
| **55.4.4** Embarq will order DS1 and DS0 terminations to INTRADO COMM's E911 network via the INTRADO COMM Access Service Request (ASR) process for each end office trunk group established for use by Embarq's End-Users. Embarq may engineer terminations such that terminations may be aggregated in an efficient manner, but will not selectively route the end office traffic before termination to the INTRADO COMM Network, unless in accordance with split rate area exceptions noted in Section 55.4.7. | **55.4.4** Embarq will order at mutually agreed upon rates DS1 and DS0 terminations to INTRADO COMM's E911 network via the INTRADO COMM Access Service Request (ASR) process for each end office trunk group established for use by Embarq's End-Users. Embarq may engineer terminations such that terminations may be aggregated in an efficient manner, but will not selectively route the end office traffic before termination to the INTRADO COMM Network, where Embarq's end office is entirely served by a single PSAP. |

| Intrado's Proposed Terms | Embarq's Proposed Terms |
|---|---|
| | |
| 55.4.6 Embarq shall utilize Signaling System 7 (SS7) signaling protocol for DS0 terminations to INTRADO COMM's Intelligent Emergency Network™, where Embarq has SS7 deployed. | The terms and conditions should be included in a commercial agreement. |
| 55.4.7 Embarq shall not deliver its End-User's calls originating outside of INTRADO COMM's E9-1-1 serving area to the INTRADO COMM Intelligent Emergency Network™ except as noted below. | The terms and conditions should be included in a commercial agreement. |
| 55.4.7.1 Split Wire Center Call Delivery Exception – Where Embarq is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a Wire Center and where the Wire Center serves End-Users both within and outside of the INTRADO COMM Intelligent Emergency Network™ serving area, Embarq shall work cooperatively with INTRADO COMM and the affected E911 Authorities (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E9-1-1 Service provider will serve as the "Primary" Selective Routing provider for direct trunking from the split Wire Center, and (iii) to establish which E91-1 service provider will serve as the "Secondary" Selective Routing provider receiving a call hand-off from the Primary Selective Routing provider. | Split Wire Center Call Delivery Exception – Where Embarq does not segregate ~~is technically incapable of segregating~~ End-User 911 Service or E911 Service call traffic associated with a Wire Center and where the Wire Center serves End-Users both within and outside of the INTRADO COMM Intelligent Emergency Network™ serving area, Embarq shall work cooperatively with INTRADO COMM, other PSAP service providers, and the affected E911 Authorities (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E9-1-1 Service provider will serve as the "Primary" Selective Routing provider for direct trunking from the split Wire Center, and (iii) to establish which E91-1 service provider will serve as the "Secondary" Selective Routing provider receiving a call hand-off from the Primary Selective Routing provider |
| 55.4.7.2 Split Wire Center Call Delivery Cost - Embarq shall be responsible for any and all costs incurred by INTRADO COMM resulting from Embarq's inability to segregate its End-User 911 Service or E911 Service call traffic and resulting in call hand-offs from INTRADO COMM's Intelligent Emergency Network™ to another E9-1-1 service provider's network.. | Embarq will not agree to these terms in either a 251(c) or 251(a) commercial agreement. |
| 55.4.7.3 Split Wire Center "Partially Deployed" 911 Exception – Where Embarq is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire Center serves End-Users that are within the INTRADO COMM Intelligent Emergency Network™ serving area and End-Users that have not as yet deployed 911 Services or E911 Services, 911 Service or E911 Service call traffic for the entire end office shall be delivered to INTRADO COMM for call delivery to the appropriate PSAP. | 55.4.7.3 Split Wire Center "Partially Deployed" 911 Exception – Where Embarq does not segregate its ~~is technically incapable of segregating~~ End-User 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire Center serves End-Users that are within the INTRADO COMM Intelligent Emergency Network™ serving area and End-Users that have not as yet deployed 911 Services or E911 Services, 911 Service or E911 Service call traffic for the entire end office shall be delivered to INTRADO COMM for call delivery to the appropriate PSAP. |

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| **Issue Number 3:**<br><br>**What terms and conditions should govern points of interconnection (POIs) when:**<br>**(a) Intrado is the designated 911/E911 service provider?**<br>**(b) Embarq is the designated 911/E911 service provider?**<br>**(c) Intrado requests the use of a mid-span meet point? (see number 8 below)** | |
| **55.2.1** Point of Interconnection. INTRADO COMM must establish a minimum of one POI within each LATA, at any technically feasible point, on Embarq's network. ~~In addition, INTRADO COMM shall establish additional POIs under the following circumstances:~~ | **55.2.1** Point of Interconnection. INTRADO COMM must establish a minimum of one POI within each LATA, at any technically feasible point, on Embarq's network. ~~In addition, INTRADO COMM shall establish additional POIs under the following circumstances:~~<br><br>**Embarq agrees to strike last sentence.** |
| **55.2.1(a)** INTRADO COMM will establish a POI at Embarq's E911 Tandem/Selective Router or other meet-point pursuant to Section 55.2.4 for the exchange of 911 Service or E911 Service calls. ~~To the extent Embarq's network contains multiple tandems in the LATA, INTRADO COMM must establish a POI at each tandem where it wishes to exchange (*i.e.*, receive or terminate) traffic with Embarq.~~ | **55.2.1(a)** To the extent Embarq's network contains multiple tandems in the LATA, INTRADO COMM must establish a POI at each tandem where it wishes to exchange (*i.e.*, receive or terminate) traffic with Embarq..<br><br>**Embarq agrees to delete its language. See 55.2.1(d) below for comments on Intrado's proposed terms for 55.2.1(a).** |
| **55.2.1(c)** In geographic areas in which INTRADO COMM has been designated as the E911 Selective Routing provider, Embarq shall exchange 911 Service and E911 Service traffic with INTRADO COMM pursuant to Section 55.4. ~~INTRADO COMM must establish a POI at any Embarq end office that subtends a non-Embarq tandem.~~ | **55.2.1(c)** INTRADO COMM must establish a POI at any Embarq end office that subtends a non-Embarq tandem.<br><br>**Embarq agrees to delete its language. Embarq cannot agree to include Intrado's propose terms in a 251(c) agreement.** |
| | **55.2.1(d)** In geographic areas in which Embarq has been designated as the E911 Selective Routing provider, INTRADO COMM will establish a POI at Embarq's E911 Tandem/Selective Router ~~or other meet point pursuant to Section55.2.4 for the exchange of 911 Service or E911 Service calls.~~ |
| **55.2.4** When INTRADO COMM requests ~~the Parties choose~~ to interconnect at a mid-span meet, INTRADO COMM and Embarq will jointly provision the facilities that connect the two Parties' networks. Embarq will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. ~~Embarq~~ Each Party will provide fifty percent (50%) of the facilities to the mid-span meet. ~~or to its~~ | **55.2.4** When the Parties choose to interconnect at a mid-span meet, INTRADO COMM and Embarq will jointly provision the facilities that connect the two networks. Embarq will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Embarq will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less. The construction of new |

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| ~~exchange boundary, whichever is less. The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced.~~ Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a mid-span meet, each Party will be financially responsible for the facilities on its side of the mid-span meet and will not bill the other Party for any portion of those facilities. | facilities for a mid-span meet is only applicable when traffic is roughly balanced. Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a mid-span meet, each Party will be financially responsible for the facilities on its side of the mid-span meet and will not bill the other Party for any portion of those facilities. |
| | |
| **Issue Number 4:**<br><br>**(a) Should specific terms and conditions be included in the ICA for inter-selective router trunking? If so, what are the appropriate terms and conditions?**<br><br>**(b) Should specific terms and conditions be included in the ICA to support PSAP-to-PSAP call transfer with automatic location information ("ALI")? If so, what are the appropriate terms and conditions?** | |
| 55.1.4 Two-way trunks shall be utilized if the Parties deploy E9-1-1 inter-Selective Router/E911 Tandem trunking configurations. These trunk configurations shall be dependent upon the Embarq E9-1-1 Selective Router capabilities. E9-1-1 inter-Selective Router trunking shall allow the transfer of E9-1-1 calls between PSAPs subtending on each Party's respective E9-1-1 network. | The terms and conditions should be included in a commercial agreement. |
| 55.5 Inter-Selective Router Trunking<br><br>55.5.1 INTRADO COMM and Embarq may deploy bi-directional inter-SR trunking using two-way trunk configurations that will allow transfers between PSAPs subtending Embarq Selective Routers and PSAPs subtending on the INTRADO COMM Selective Routers. | The terms and conditions should be included in a commercial agreement. |
| 55.5.7 Where technically capable, each Party will establish and maintain appropriate Selective Routing database updates and/or trunk routing translations as necessary to support inter-tandem E9-1-1 PSAP call transfer capability requested by the 911 Authority. | The terms and conditions should be included in a commercial agreement. |
| 55.5.9 The Parties will maintain appropriate dial plans to support inter-Selective Router tandem transfer and each Party shall notify the other of changes, additions, or deletions to their respective inter-Selective Router dial plans. | The terms and conditions should be included in a commercial agreement. |

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| 55.5.10 Each Party will be responsible for alarming and monitoring their respective originating E911 inter-Selective Routing trunks. Each Party shall notify the other of any service outages on their respective inter-Selective Routing trunk(s), and work cooperatively to restore service ~~in accordance with federal, state and local 911 rules.~~ | The terms and conditions should be included in a commercial agreement. |
| | |
| **Issue Number 5:**<br><br>**Should the interconnection agreement include the terms and conditions under which Embarq orders services from Intrado? If so, what are the appropriate terms and conditions?** | |
| 72.14 INTRADO COMM Ordering Processes<br><br>72.14.1 Where Embarq is ordering interconnection to INTRADO COMM's Intelligent Emergency Network™, Embarq will follow INTRADO COMM's INTRADO ordering processes as posted on the INTRADO COMM website. | The terms and conditions should be included in a commercial agreement. |
| | |
| **Issue Number 6:**<br><br>**(a) What terms and conditions should be included in the ICA to address access to 911/E911 database information when Embarq is the designated 911/E911 service provider?**<br><br>**(b) What terms and conditions should be included in the ICA to address access to 911/E911 database information when Intrado is the designated 911/E911 service provider?** | |
| 75.2.6(f) INTRADO COMM shall provide information on new End-Users~~subscribers~~ to Embarq within one (1) business day of the order completion. Embarq shall update the database within two (2) Business Days of receiving the data from INTRADO COMM. If Embarq detects an error in the INTRADO COMM provided data, the data shall be returned to INTRADO COMM within two (2) Business Days from when it was provided to Embarq. INTRADO COMM shall respond to requests from Embarq to make corrections to database record | f) INTRADO COMM shall provide information on new subscribers to Embarq within one (1) business day of the order completion. Embarq shall update the database within two (2) Business Days of receiving the data from INTRADO COMM. If Embarq detects an error in the INTRADO COMM provided data, the data shall be returned to INTRADO COMM within two (2) Business Days from when it was provided to Embarq. INTRADO COMM shall respond to requests from Embarq to make corrections to database record errors by uploading |

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| errors by uploading corrected database or SOI records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly. | corrected records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly. |
| (g) Embarq agrees to treat all End-User ~~end-user~~ data on INTRADO COMM End-Users ~~subscribers~~ provided under this Agreement as confidential in accordance with CPNI rules and to use data on INTRADO COMM End-Users~~subscribers~~ only for the purpose of providing E911 sServices. Embarq may also use such End-User data to provide "Emergency Services," "Emergency Notification Services," and "Emergency Support Services" as those terms are defined in the Wireless Communications and Public Safety Act of 1999 and as may otherwise be permitted under Section 222 of the Act. | (g) Embarq agrees to treat all data on INTRADO COMM subscribers provided under this Agreement as confidential and to use data on INTRADO COMM subscribers only for the purpose of providing E911 services. |
| **75.2.7** Basic 911 and E911 Database Requirements in Geographic Areas where INTRADO COMM Has Been Designated as the Primary 911 Service and E911 Service Provider by the E911 Authority and Manages the 911/E911 Database<br><br>(a) The ALI database shall be managed by INTRADO COMM. | **75.2.7** Basic 911 and E911 Database Requirements in Geographic Areas where INTRADO COMM Has Been Designated as the Primary 911 Service and E911 Service Provider by the E911 Authority and Manages the 911/E911 Database<br><br>(a) The ALI database shall be managed by INTRADO COMM. but is the property of INTRADO COMM and Embarq for those records provided by Embarq. |
| (b) To the extent allowed by the E911 Authority, and where available, INTRADO COMM shall provide an initial MSAG load and daily updates to Embarq for use in submitting MSAG valid End-User record information to INTRADO COMM. It shall be the responsibility of Embarq to accept and maintain the daily updates from INTRADO COMM. | b) To the extent allowed by the E911 Authority, and where available, INTRADO COMM shall provide an initial MSAG load and daily updates to Embarq for use in submitting MSAG valid End-User record information to INTRADO COMM. The information shall be provided in a mutually agreed medium in a format compliant with NENA standards. ~~It shall be the responsibility of Embarq to accept and maintain the daily updates from INTRADO COMM.~~ |
| (c) Embarq shall be solely responsible for providing Embarq database records to INTRADO COMM for inclusion in INTRADO COMM's Selective Router or ALI database on a timely basis. | The terms and conditions should be included in a commercial agreement. |
| (d) INTRADO COMM and Embarq shall arrange for the automated input and periodic updating of the E911 database information related to Embarq End-Users. INTRADO COMM shall work cooperatively with Embarq to ensure the accuracy of the data transfer by verifying it against the MSAG. INTRADO COMM shall accept and submit electronically transmitted files that conform to a mutually agreeable NENA format. | (d) INTRADO COMM and Embarq shall arrange for the automated input and periodic updating of the E911 database information related to Embarq End-Users. INTRADO COMM shall work cooperatively with Embarq to ensure the accuracy of the data transfer by verifying it against the MSAG. INTRADO COMM shall accept and submit electronically transmitted files that conform to a mutually agreeable NENA format. |

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| (e) Embarq shall assign an E911 database coordinator charged with the responsibility of forwarding Embarq End-User ~~end-user~~ ALI record information or SOI to INTRADO COMM or via a third-party entity, charged with the responsibility of ALI record transfer. Embarq assumes all responsibility for the accuracy of the data that Embarq provides to INTRADO COMM. | The terms and conditions should be included in a commercial agreement. |
| (f) Embarq shall provide information on new End-Users to INTRADO COMM within one (1) business day of the order completion. INTRADO COMM shall update the database within two (2) Business Days of receiving the data from Embarq. If INTRADO COMM detects an error in the Embarq provided data, the data shall be returned to Embarq within two (2) Business Days from when it was provided to INTRADO COMM. Embarq shall respond to requests from INTRADO COMM to make corrections to database record errors by uploading corrected SOI records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly. | The terms and conditions should be included in a commercial agreement. |
| (g) INTRADO COMM agrees to treat all data on Embarq End-Users provided under this Agreement as confidential in accordance with CPNI rules and to use data on Embarq End-Users only for the purpose of providing E911 Services. INTRADO COMM may also use such End-User data to provide "Emergency Services," "Emergency Notification Services," and "Emergency Support Services" as those terms are defined in the Wireless Communications and Public Safety Act of 1999 and as may otherwise be permitted under Section 222 of the Act. | (g) INTRADO COMM agrees to treat all data on Embarq End-Users provided under this Agreement as confidential and to use data on Embarq End-Users only for the purpose of providing E911 Services. |
| 75.2.7 (h) The Parties shall load pANI Shell Records and update ALI steering tables in both the Embarq and INTRADO COMM ALI databases to support PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (*e.g.* wireless and nomadic VoIP calls). | The terms and conditions should be included in a commercial agreement. |
| 75.2.7 (i) Embarq and INTRADO COMM shall employ PAM as the protocol for interoperability between the ALI systems for ALI retrieval from each Party's ALI database when "no record found" ALI steering conditions occur. | The terms and conditions should be included in a commercial agreement. In addition Embarq will not agree to a blanket obligation to deploy PAM. |

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| **Issue Number 7:**<br><br>**Should 911/E911 Service calls be included in the type of traffic to be exchanged by the Parties over local interconnection trunks?** | |
| 55.1 The Parties shall reciprocally terminate Local Traffic, ~~and~~ IntraLATA/InterLATA toll calls, and 911 Service and E911 Service calls originating on the other Party's network as follows: | 55.1 The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows: |
| | |
| **Issue Number 8:**<br><br>**What are Embarq's obligations to build out transport facilities?** | |
| See POI Language above on mid-span meet. | See POI Language above on mid-span meet. |
| | |
| **Issue Number 9:**<br><br>**Under §251(c), should Embarq be required to maintain certain company identifiers and codes to interconnect with Intrado and terminate traffic on Intrado's network?** | |
| 55.3.3 Interconnection to the INTRADO COMM Network<br><br>(b) Embarq must provide an official Access Carrier Name Abbreviation (ACNA) (currently assigned by Telcordia Technologies, Inc.) and a valid ~~national~~ Operating Company Number (OCN) (currently assigned by the National Exchange Carrier Association (NECA)) for use in INTRADO COMM's ordering, billing, maintenance, and inventorying systems. | The terms and conditions should be included in a commercial agreement. |
| | |
| **Issue Number 11:**<br><br>**How should the term "End User" be defined and where should it be used in the ICA?** | |
| 1.54 "End-User" means the individual that subscribes to (subscriber of record) and/or uses the Telecommunications Services provided by Embarq or | 1.54 For the purposes of this agreement "End-User" means the individual that makes the 9-1-1 call. |

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| **Issue Number 12:**<br><br>**How should the term "Enhanced 911 Service" be defined in the ICA?** | |
| 1.55"Enhanced 911 Service" ("E911" or "E9-1-1") means a telephone exchange ~~communication~~ service ~~which~~ that will automatically route a caller ~~dialed~~ dialing "9-1-1" to a designated ~~public safety answering point (~~PSAP~~)~~ attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed. | "Enhanced 911 Service" ("E911") means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the Emergency Response agencies responsible for the location from which the call was dialed. |
| | |
| **Issue Number 13:**<br><br>**Should the term "designated" or the term "primary" be used to indicated which Party is serving the 911 Authority** | |
| 75.2.3 In government jurisdictions where Embarq has obligations under existing agreements as the ~~primary~~ designated provider of the 911 System to the county (Host Embarq), INTRADO COMM shall participate in the provision of the 911 System in accordance with this Agreement or applicable tariffs, as appropriate. | 75.2.3 In government jurisdictions where Embarq has obligations under existing agreements as the primary provider of the 911 System to the county (Host Embarq), INTRADO COMM shall participate in the provision of the 911 System in accordance with this Agreement or applicable tariffs, as appropriate. |
| 75.2.4 In government jurisdictions where INTRADO COMM has obligations under existing agreements as the ~~primary~~ designated provider of the 911 System to the county (Host INTRADO COMM), Embarq shall participate in the provision of the 911 System in accordance with this Agreement or applicable INTRADO COMM tariffs, as appropriate. | 75.2.4 In government jurisdictions where INTRADO COMM has obligations under existing agreements as the primary provider of the 911 System to the county (Host INTRADO COMM), Embarq shall participate in the provision of the 911 System in accordance with this Agreement or applicable INTRADO COMM tariffs, as appropriate. |

WHEREAS, the Parties ~~wish~~seek to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that ~~customers~~End-Users of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for ~~CLEC~~INTRADO COMM's use in the provision of telephone exchange service and exchange access ("Local Interconnection"); and

1.9 "**Automatic Location Identification/Data Management System** ("**ALI/DMS**") means the emergency service ("E911/911") ~~database containing subscriber~~integrated database management and storage system which creates and stores the E-911 call routing and E-911 ALI data containing End-User location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.

1.15 "**Business Line**" is an Embarq-owned switched access line used to serve a business ~~customer~~End-User, whether by Embarq or by a competitive LEC that leases the line from Embarq. The number of Business Lines in a Wire Center shall equal the sum of all Embarq business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting ~~end-user customers~~End-User with Embarq end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) "Business Lines."

1.19.1 "**End Office Switches**" ("**EOs**") are switches from which ~~end-user~~End-User Telephone Exchange Services are directly connected and offered.

1.33 "**Custom Calling Features**" means a set of Telecommunications Service features available to residential and single-line business ~~customers~~End-Users including call-waiting, call-forwarding and three-party calling.

1.37 "**Dedicated Transport**" includes Embarq transmission facilities between Wire Centers or Switches owned by Embarq, or between Wire Centers or Switches owned by Embarq and Switches owned by ~~CLEC~~INTRADO COMM, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular ~~customer~~End-User or carrier.

1.39 "**Digital Subscriber Line Access Multiplexer**" ("**DSLAM**") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.

1.40 "**Directory Assistance Database**" refers to any ~~subscriber~~End-User record used by Embarq in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.

**1.54 "End-User"** means the individual that subscribes to (subscriber of record) and/or uses the Telecommunications Services provided by Embarq or INTRADO COMM.

1.58~~1.56.~~"**Fiber-to-the-curb Loop**" ("**FTTC Loop**") means a Local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the ~~customer~~End-User's premises or, in the case of predominantly residential multiple dwelling units ("MDUs"), not more than 500 feet from the MDU's minimum point of entry ("MPOE"). The fiber optic cable in a fiber-to-the curb loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective ~~customer~~End-User's premises.

1.59~~1.57.~~"**Fiber-to-the-home Loop**" ("**FTTH Loop**") means a Local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an ~~end-user's customer~~End-User's premises or, in the case of predominantly residential MDUs, a fiber optic cable, whether dark or lit, that extends to the multiunit premises' MPOE.

1.60~~1.58.~~"**Grandfathered Service**" means service which is no longer available for new ~~customers~~End-Users and is limited to the current ~~customer~~End-User at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.

1.61~~1.59.~~"**High Frequency Portion of the ~~local~~Local Loop**" ("**HFPL**") is defined as the frequency range above the voice band on a Copper Loop facility that is being used to carry analog circuit-switched voice band transmissions provided by Embarq to the ~~end-user customer~~End-User.

1.72 ~~1.69.~~"**Local Loop**" refers to a transmission facility between the main distribution frame [cross-connect], or its equivalent, in an Embarq Central Office or ~~wire center~~Wire Center, and up to the demarcation point (*e.g.*, Network Interface Device) at ~~a customer~~an End-User's premises, to which ~~CLEC~~INTRADO COMM is granted exclusive use. This includes all electronics, optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the ~~customer~~End-User premises. Local ~~loops~~Loops include Copper Loops, Hybrid Loops, DS1 ~~loops~~Loops, DS3 ~~loops~~Loops, FTTC Loops and FTTH Loops.

1.78 ~~1.74.~~"**Multiple Exchange Carrier Access Billing**" ("**MECAB**") refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum ("OBF"). The MECAB document contains the recommended guidelines for the billing of an access service provided to ~~a customer~~an End-User by two or more providers or by one provider in two or more states within a single LATA.

1.87.2 ~~1.82.2.~~ operator or automated assistance for billing after the ~~subscriber~~End-User has dialed the called number (*e.g.*, credit card calls); and

1.102 ~~1.94.~~ "**Rate Center**" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Embarq or ~~CLEC~~INTRADO COMM for its provision of basic exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive ~~end user~~End-User traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Embarq or ~~CLEC~~INTRADO COMM will provide ~~Basic Exchange Telecommunications Services~~basic exchange telecommunications services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

**1.108 "Service Order Information" or "SOI"** means the wireline End-User information acquired and retained by a service provider or pANI (Shell) records, and necessary for presentation to an ALI database in accordance with NENA Standard Formats & Protocols for ALI Data Exchange and/or Standards for Private Switch (PS) E-9-1-1 Database.

1.126 ~~1.115.~~ **Virtual NXX Traffic ("VNXX Traffic")** – As used in this Agreement, Virtual NXX traffic or VNXX Traffic is defined as calls in which a Party's ~~customer~~End-User is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the ~~customer~~End-User's actual physical premise location.

1.128 ~~1.116.~~ "**Wholesale Service**" means Telecommunication Services that Embarq provides at retail to ~~subscribers~~End-Users who are not Telecommunications Carriers as set forth in 47 USC § 251(c)(4), which Embarq provides to resellers at a wholesale rate.

1.129 ~~1.117.~~ "**Wire ~~center~~Center**" is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in part 36 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all ~~customers~~End-Users served by a given Wire Center are located.

3.0 NETWORK CHANGES

3.1 Embarq shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations. Embarq may discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing ~~CLEC~~INTRADO COMM notice as required by this Section. Embarq agrees to cooperate with ~~CLEC~~INTRADO COMM and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to ~~customers~~End-Users, which may result from such discontinuance of service.

6.2 In the event that this Agreement expires under Section 5.1, ~~CLEC~~INTRADO COMM has submitted a notice to commence negotiations under Section 6.1, and the Parties have not executed a successor agreement at the time of expiration, provided the Parties are actually in arbitration or mediation before the Commission or FCC under § 252 of the Act or the Parties have a written agreement to continue negotiations under § 252, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective ~~end users~~End-Users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of the events under Sections 5.2, 5.4, and 5.5, services that had been available under this Agreement, were ordered prior to the End Date and are actually in service as of the End Date may continue uninterrupted after the End Date ~~at the written request of either Party~~ only until the earlier to occur of (i) the Parties execute a successor agreement, or (ii) the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, approving an agreement resulting from the resolution of the issues set forth in such arbitration or mediation request~~, or (iii) the first anniversary of the End Date~~.

7.11 ~~7.10.~~ Revenue Protection. Embarq shall make available to ~~CLEC~~INTRADO COMM, at Parity with what Embarq provides to itself, its Affiliates and other local telecommunications ~~CLECs~~INTRADO COMMs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Embarq shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

11.2 ~~CLEC~~INTRADO COMM shall indemnify and hold harmless Embarq from all claims by ~~CLEC's subscribers~~INTRADO COMM's End-Users.

11.3 Embarq shall indemnify and hold harmless ~~CLEC~~INTRADO COMM from all claims by Embarq's ~~subscribers~~End-Users.

11.8 In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its ~~subscribers~~End-Users that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any ~~subscriber~~End-User or third party for

11.8.1 any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable ~~subscriber~~End-User for the service(s) or function(s) that gave rise to such loss, and

13. BRANDING

13.1 ~~CLEC~~INTRADO COMM shall provide the exclusive interface to ~~CLEC subscribers~~INTRADO COMM End-Users, except as ~~CLEC~~INTRADO COMM shall otherwise specify for the reporting of trouble or other matters identified by ~~CLEC~~INTRADO COMM for which Embarq may directly communicate with ~~CLEC subscribers~~INTRADO COMM End-Users. In those instances where ~~CLEC~~INTRADO COMM requests that Embarq personnel interface with ~~CLEC subscribers~~INTRADO COMM End-Users, such Embarq personnel shall inform the ~~CLEC subscribers~~INTRADO COMM End-Users that they are representing ~~CLEC~~INTRADO COMM, or such brand as ~~CLEC~~INTRADO COMM may specify.

13.2 Other business materials furnished by Embarq to ~~CLEC subscribers~~INTRADO COMM End-Users shall bear no corporate name, logo, trademark or tradename.

13.3 Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's ~~subscribers~~End-Users about the other Party or the other Party's products or services.

15.8 Except as otherwise expressly provided in this Section 15, nothing herein shall be construed as limiting the rights of either Party with respect to its ~~customer~~End-User information under any applicable law, including without limitation § 222 of the Act.

27.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its ~~customer~~End-User, shall be borne and paid by the providing Party.

27.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its ~~customer~~End-User, shall be borne by the purchasing Party.

35. USE OF FACILITIES

35.1 In situations where a competitive LEC has the use of the facilities (*i.e.*, Local Loop) to a specific ~~customer~~End-User premise, either through resale of local service or the lease of the Local Loop as an Unbundled Network Element, and Embarq receives a good faith request for service from a ~~customer~~End-User at the same premise or from another carrier with the appropriate ~~customer~~End-User authorization, the procedures below will apply.

35.1.2 Where ~~CLEC~~INTRADO COMM is using a single facility to provide service to multiple ~~end user customers~~End-User, Embarq will not disconnect that facility as a result of the following procedures.

35.1.4 ~~Customer~~End-User with Existing Service Changing Local Service Provider:
In situations where a competitive LEC submits an order for an ~~end user customer~~End-User that is changing local service providers for existing service, and is not adding service (*i.e.*, an additional

line), Embarq will process the service request without delay, and provide the losing competitive LEC a ~~customer~~End-User loss notification consistent with industry standards.
~~Customer~~End-User with Existing Service Adding New Service

35.1.5 In situations where an order is submitted for an ~~end-user customer~~End-User adding service to existing service (*i.e.*, an additional line), the order should be marked as an additional line and existing facilities will not be affected.

35.1.6 ~~Customer~~End-User Requesting New Service where Previous ~~Customer~~End-User has Abandoned Service

(a) The following applies in the case where an ~~end-user customer~~End-User vacates premises without notifying the local service provider and a new ~~end-user customer~~End-User moves into the vacated premises and orders new service from a local service provider and neither Embarq nor the previous local service provider are aware that the original ~~end user customer~~End-User has abandoned the service in place.

38. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

38.1 At the request of ~~CLEC~~INTRADO COMM, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Embarq shall make available to ~~CLEC~~INTRADO COMM for resale Telecommunications Services that Embarq currently provides or may provide hereafter at retail to ~~subscribers~~End-Users who are not Telecommunications Carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Embarq to ~~CLEC~~INTRADO COMM pursuant to this Part D are collectively referred to as "Local Resale." To the extent that this Part describes services which Embarq shall make available to ~~CLEC~~INTRADO COMM for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.

39. GENERAL TERMS AND CONDITIONS

39.1 The prices charged to ~~CLEC~~INTRADO COMM for Local Resale are the Embarq Tariff retail prices, discounted as set forth in Part C of this Agreement.

39.1.1 Voluntary Federal and State ~~Subscriber~~End-User Financial Assistance Programs. Subsidized local Telecommunications Services are provided to low-income ~~subscribers~~End-Users pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement.

39.1.2 Embarq shall offer for resale to ~~CLEC~~INTRADO COMM all Grandfathered Services solely for the existing grandfathered base on a ~~customer~~End-User specific basis. Embarq shall make reasonable efforts to provide ~~CLEC~~INTRADO COMM with advance copy of any request for the termination of service and/or grandfathering to be filed by Embarq with the Commission.

39.1.3 Embarq shall offer for resale all of its Telecommunications Services available at retail to ~~subscribers~~End-Users who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) Days, all in accordance with FCC and Commission Rules and Regulations. For Contract Service Arrangements, Special Arrangements, or ICBs, the ~~end user customer~~End-User's agreement with Embarq will terminate and any applicable termination liabilities will be charged to the ~~end user customer~~End-User . The terms of the Contract Service Arrangement, Special Arrangement or ICB will apply commencing on the date ~~CLEC~~INTRADO COMM commences to provide service to the ~~end user customer~~ End-User and ending on the end date of the Contract Service Arrangement, Special Arrangement or ICB. Embarq will apply the rate in the Contract Service Arrangement, Special Arrangement or ICB in accordance with Section 39.1.

39.1.5 For Telecommunications Services that are offered by Embarq to its ~~end users~~End-Users and that are available for resale, the rules and regulations associated with Embarq's retail Tariff(s) shall apply when the services are resold by ~~CLEC~~INTRADO COMM. Use limitations shall be in Parity with services offered by Embarq to its ~~end users~~End-Users.

39.1.6 Except as set forth above and as may be allowed by the FCC or Commission, Embarq shall not place conditions or restrictions on ~~CLEC~~INTRADO COMM's resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (*e.g.,* residential service to business ~~customers~~End-Users) and for promotions of ninety (90) Days or less in length. In addition, ~~CLEC~~INTRADO COMM shall be prohibited from marketing its products using the Embarq product name (*e.g.,* ~~CLEC~~INTRADO COMM may purchase the features package called "Embarq Essential" but shall be prohibited from reselling this product using the Embarq brand name or the Embarq product name). Every regulated retail service rate, including promotions over ninety (90) Days in length, discounts, and option plans will have a corresponding wholesale rate. Embarq will make wholesale Telecommunications Service offerings available for all new regulated services at the same time the retail service becomes available.

39.1.7 Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Embarq shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI (Station Message Desk Interface) where SMDI-E is not available, feature capability allowing for Voice Mail Services. Embarq shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Embarq shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services. Where available, ~~CLEC~~INTRADO COMM may purchase Voice Mail Service and related services for its ~~end users~~End-Users at Embarq's retail rates.

39.1.9 LIDB Administration

(a) Embarq shall maintain ~~customer~~End-User information for ~~CLEC customers~~INTRADO COMM End-Users who subscribe to resold Embarq local service

dial tone lines, in Embarq's LIDB in the same manner that it maintains information in LIDB for its own similarly situated ~~end-user subscribers~~End-User. Embarq shall update and maintain the ~~CLEC~~INTRADO COMM information in LIDB on the same schedule that it uses for its own similarly situated ~~end-user subscribers~~End-User .

(b) Until such time as Embarq's LIDB has the software capability to recognize a resold number as ~~CLEC~~INTRADO COMM's, Embarq shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number.

39.1.10 Embarq will continue to provide Primary Interexchange Carrier ("PIC") processing for end-users obtaining resold service from ~~CLEC~~INTRADO COMM. Embarq will bill and ~~CLEC~~INTRADO COMM will pay any PIC change charges. Embarq will only accept said requests for PIC changes from ~~CLEC~~INTRADO COMM and not from ~~CLEC's end users~~INTRADO COMM's End-Users.

41. USE OF UNBUNDLED NETWORK ELEMENTS

41.1 Embarq shall offer UNEs to ~~CLEC~~INTRADO COMM for the purpose of offering Telecommunications Service to ~~CLEC subscribers~~INTRADO COMM End-Users. Embarq shall offer UNEs to ~~CLEC~~INTRADO COMM on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

41.3 Each UNE provided by Embarq to ~~CLEC~~INTRADO COMM shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Embarq provides to itself, Embarq's own ~~subscribers~~End-Users, to an Embarq Affiliate or to any other Telecommunications Carrier requesting access to that UNE.

41.4.3 ~~CLEC~~INTRADO COMM may not order or use a UNE for the exclusive provision of Interexchange Services (*i.e.*, interLATA or intraLATA long distance). Facilities connecting Embarq's network and interexchange carriers' networks used by the interexchange carrier to exclusively provide such services to ~~end users~~End-Users do not qualify as UNEs and will not be available to ~~CLEC~~INTRADO COMM as UNE

42. BONA FIDE REQUEST PROCESS

42.1 Embarq shall promptly consider and analyze ~~CLEC~~INTRADO COMM requests for unbundled Network Elements included in this Agreement that are not currently developed by Embarq, network information that is reasonably required to determine what unbundled Network Elements it needs to serve a particular ~~customer~~End-User or development of and changes to Embarq work processes related to ordering, provisioning or installation of unbundled Network Elements with the submission of a Bona Fide Request ("BFR") hereunder.

44. NETWORK INTERFACE DEVICE

44.1 Embarq will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of ~~end-user customer~~End-User premises wiring to an incumbent LEC's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to ~~end-user customer~~End-User premises wiring, regardless of the specific mechanical design.

44.2 The function of the NID is to establish the network demarcation point between a LEC (ILEC/~~CLEC~~INTRADO COMM) and its ~~subscriber~~End-User. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
44.4 Embarq will provide ~~CLEC~~INTRADO COMM with information that will enable their technician to locate ~~end user~~End-User inside wiring at NIDs terminating multiple ~~subscribers~~End-Users. Embarq will dispatch a technician and tag the wiring at the ~~CLEC~~INTRADO COMM's request. In such cases the charges specified in Table One will apply.

45.2.4 Embarq will charge ~~CLEC~~INTRADO COMM at the rates set out on Table One, when the location of the trouble on a ~~CLEC~~INTRADO COMM-reported ticket is determined to be in ~~CLEC~~INTRADO COMM's network or on the ~~CLEC end user~~INTRADO COMM End-User's side of the Demarcation Point.

45.3.1 Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at the ~~CLEC~~INTRADO COMM's ~~end user~~End-User's premises. ~~CLEC~~INTRADO COMM shall not install equipment on analog Loops that exceeds the specified bandwidth.

45.4.3 Reverse ADSL Loops. If a ~~CLEC~~INTRADO COMM's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Embarq's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the ~~subscriber~~End-User, the copper plant from the outside location to the Embarq host or remote central office must be a facility dedicated to ADSL transmission only and not part of Embarq's regular feeder or distribution plant.

45.8.4 If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering ~~party~~Party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected ~~parties~~Parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying ~~party~~Party will remedy the problem by reducing the number of existing ~~customers~~End-Users utilizing the technology or by migrating them to another technology that does not disturb.

45.10.1 When ~~CLEC~~INTRADO COMM requests access to a Hybrid Loop for the provision of narrowband services, Embarq will

(a) Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.*, equivalent to DS0 capacity) using time division multiplexing, or
(b) Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

45.12 FTTH and FTTC Fiber Loops

45.12.1 New builds. Embarq will not provide non-discriminatory access to FTTH Loop or a FTTC Loop on an unbundled basis when Embarq has deployed a FTTH or FTTC Loop to an ~~end-user customer~~End-User premise that previously has not been served by any loop facility.

45.12.2 Overbuilds. Embarq will not provide non-discriminatory access to FTTH Loop or FTTC Loop on an unbundled basis when Embarq has deployed a FTTH Loop or FTTC Loop parallel to, or in replacement of, an existing loop facility, except that:

(a) Embarq will maintain the existing Copper Loop connected to a particular ~~customer~~End-User premises after deploying FTTH Loop or FTTC Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Embarq has retired the Copper Loop as set forth below.

46.3 Copper Subloops. Embarq will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in Embarq's outside plant, including inside wire owned or controlled by Embarq, and the ~~end-user customer~~End-User premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by ~~CLEC~~INTRADO COMM to provide voice-grade services as well as digital subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the Copper Loop. Embarq is not obligated to offer feeder loop plant as a stand-alone UNE.

46.4 Multiunit premises wiring. Embarq will make available to ~~CLEC~~INTRADO COMM access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by Embarq at a multiunit ~~customer~~End-User premises between the minimum point of entry and the point of demarcation.

46.7 Reverse ADSL Loops. If a ~~CLEC~~INTRADO COMM's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Embarq's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the ~~subscriber~~End-User, the copper plant from the outside location to the Embarq host or

remote central office must be a facility dedicated to ADSL transmission only and not part of Embarq's regular feeder or distribution plant.

50.2 Dedicated DS1 transport shall be made available to ~~CLEC~~INTRADO COMM on an unbundled basis as set forth below. Dedicated DS1 transport consists of Embarq interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular ~~customer~~End-User or carrier.

50.3 Dedicated DS3 transport shall be made available to ~~CLEC~~INTRADO COMM on an unbundled basis as set forth below. Dedicated DS3 transport consists of Embarq interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular ~~customer~~End-User or carrier.

53.2.1 Embarq will allow ~~CLEC~~INTRADO COMM to order each UNE individually in order to permit ~~CLEC~~INTRADO COMM to combine UNEs with other UNEs obtained from Embarq as provided for in this Agreement, or with network components provided by itself or by third parties to provide Telecommunications Services to its ~~end users~~End-Users, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Embarq's network or in combination with any other Network Elements that are currently combined in Embarq's Network. Upon request, Embarq will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Embarq's network, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled Network Elements or to interconnect with Embarq's network. ~~CLEC~~INTRADO COMM will compensate Embarq the costs of work performed to combine the requested UNEs. Any request by ~~CLEC~~INTRADO COMM for Embarq to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 42 and made available to ~~CLEC~~INTRADO COMM upon implementation by Embarq of the necessary operational modifications.

53.5.1 EEL is the combination of the NID, Loop, and Dedicated Transport network elements.

(a) Embarq will offer the combination of unbundled loops with wholesale services and unbundled Dedicated Transport, where Embarq is required to provide unbundled Dedicated Transport and Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. Recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges will apply. Embarq will cross-connect unbundled 2- or 4-wire analog or 2-wire digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for ~~CLEC~~INTRADO COMM's provision of circuit switched telephone exchange service to ~~CLEC's end users~~INTRADO COMM's End-Users.

53.5.3 EEL Eligibility Criteria

(a) ~~CLEC~~INTRADO COMM must have state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, ~~CLEC~~INTRADO COMM must have complied with registration, tariffing, filing fee, or other regulatory requirement s applicable to the provision of local voice service in the area served;
(b) The following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
(i) Each circuit to be provided to each ~~CLEC customer~~INTRADO COMM End-User must be assigned one local number prior to the provision of service over the circuit;
(ii) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has up to twenty-eight (28) local voice numbers assigned to it;
(iii) Each circuit to be provided to each ~~customer~~End-User must provide 911 or E911 capability prior to the provision of service over the circuit;
(iv) Each circuit to be provided to each ~~customer~~End-User must terminate into a collocation that meets one of the following requirements:
(A) a collocation established pursuant to §251(c)(6) of the Act and located at Embarq's premises within the same LATA as the ~~CLEC~~INTRADO COMM's ~~customer~~End-User's premises, when Embarq is not the collocator; or
(B) a collocation located at a third party's premises within the same LATA as the ~~CLEC~~INTRADO COMM's ~~customer~~End-User's premises, when Embarq is the collocator.
(v) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, ~~CLEC~~INTRADO COMM must maintain at least one active DS1 local service interconnection trunk and ~~CLEC~~INTRADO COMM is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where ~~CLEC~~INTRADO COMM does not establish an interconnection arrangement with Embarq for the meaningful exchange of Local Traffic that flows in both directions, such interconnection arrangement shall not satisfy this criteria, and
(vi) Each circuit to be provided to each ~~customer~~End-User will be served by a switch capable of switching local voice traffic.

54.1.1 (a)In the case of unbundled loop facilities, a routine network modification is an activity that Embarq regularly undertakes for its own ~~customers~~End-Users. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer and attaching electronic and other equipment that Embarq ordinarily attaches to a DS1 Loop to activate such loop for its own ~~customer~~End-User. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for ~~CLEC~~INTRADO COMM.

54.2.1 (a) In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that Embarq regularly undertakes for its own ~~customers~~End-Users. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also

include activities needed to enable ~~CLEC~~INTRADO COMM to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for ~~CLEC~~INTRADO COMM.

54.4 Embarq is not obligated to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to ~~end user customer~~End-User provided equipment.

55.4.1 In geographic areas in which INTRADO COMM has been designated as the E911 Selective Routing provider, Embarq will provide end office direct trunking to INTRADO COMM's Intelligent Emergency Network™ for the purpose of delivery of 911 Service and E911 Service traffic from Embarq's End-Users' emergency calls to PSAPs (End-Users) served by INTRADO COMM's Selective Routing system.

55.4.3 Embarq will provide E9-1-1 facility transport to the INTRADO COMM mutually agreed POI exclusively used for termination of End-User 911 Service and E911 Service traffic to the INTRADO COMM Intelligent Emergency Network™. The transport facility must be capable of termination at a DS1 level and shall be physically provisioned in a diverse manner such that there will be no single point of facility or hardware failure between the originating office serving Embarq's End-Users and each geographically diverse INTRADO COMM Intelligent Emergency Network™ mutually agreed POI.

55.4.4Embarq will order from INTRADO COMM a sufficient quantity of DS1 and DS0 terminations to INTRADO COMM's E911 network via the INTRADO COMM Access Service Request (ASR) process, in quantities such that a P.01 grade of service is maintained for the end office trunk group established for use by Embarq's End-Users.

55.4.7 Embarq shall not deliver its End-User's calls originating outside of INTRADO COMM's E9-1-1 serving area to the INTRADO COMM Intelligent Emergency Network™ except as noted below.

55.4.7.1 Split Wire Center Call Delivery Exception – Where Embarq is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a Wire Center and where the Wire Center serves End-Users both within and outside of the INTRADO COMM Intelligent Emergency Network™ serving area, Embarq shall work cooperatively with INTRADO COMM and the affected E911 Authorities (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E9-1-1 Service provider will serve as the "Primary" Selective Routing provider for direct trunking from the split Wire Center, and (iii) to establish which E91-1 service provider will serve as the "Secondary" Selective Routing provider receiving a call hand-off from the Primary Selective Routing provider.

55.4.7.2 Split Wire Center Call Delivery Cost - Embarq shall be responsible for any and all costs incurred by INTRADO COMM resulting from Embarq's inability to segregate its End-User 911 Service or E911 Service call traffic and resulting in call hand-offs from INTRADO COMM's Intelligent Emergency Network™ to another E9-1-1 service provider's network.
55.4.7.3 Split Wire Center "Partially Deployed" 911 Exception – Where Embarq is technically incapable of segregating its End-User 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire Center serves End-Users that are within the INTRADO COMM Intelligent Emergency Network™ serving area and End-Users that have not as yet deployed 911 Services or E911 Services, 911 Service or E911 Service call traffic for the entire end office shall be delivered to INTRADO COMM for call delivery to the appropriate PSAP.

56.4 VNXX calls not Local for purposes of intercarrier compensation and ~~CLEC~~INTRADO COMM will pay Embarq's originating access rates. Both Parties represent and warrant that they are not exchanging Virtual NXX traffic as of the effective date of this Agreement; however, Embarq may perform traffic studies at any time. ~~CLEC~~INTRADO COMM agrees that it will provide data necessary to determine geographic location of ~~CLEC's customers~~INTRADO COMM's End-Users when requested to assist with VNXX traffic study. Should the traffic study indicate that there is VNXX traffic; the Parties agree to implement a percentage of traffic that shall be deemed to occur via a VNXX arrangement that will apply on a retrospective basis to the effective date of the Agreement. Should the traffic studies thereafter indicate that the percentage should be changed by Embarq, the Parties agree to implement the correct percentage on a prospective basis without amending the agreement..

57.4 Where ~~CLEC~~INTRADO COMM is unwilling to utilize an alternate interconnection protocol, ~~CLEC~~INTRADO COMM will provide Embarq an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the ~~parties~~Parties. Upon receipt of this forecast, the ~~parties~~Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between ~~CLEC~~INTRADO COMM and Embarq. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, ~~CLEC~~INTRADO COMM, or Embarq internal ~~customer~~End-User demand for 64K CCC trunks.

60.1.4 Interconnection to ~~CLEC~~INTRADO COMM will provide ~~Sprint~~Embarq with access to ~~CLEC~~INTRADO COMM's end-users and to other companies which are likewise connected to ~~CLEC~~INTRADO COMM for local and toll service purposes.

63.3.2 When an ~~end user~~End-User ports to another service provider and has previously secured a reservation of line numbers from the donor provider under contract or tariff for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the ~~end user~~End-User.

66.1 When a ~~subscriber~~End-User ports to another service provider, the donor provider shall unlock the information in the 911/ALI database. The porting provider is responsible for updating the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to the PSAP call centers.

66.2 Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a ~~subscriber~~End-User ports to another service provider. The Parties agree that the ~~customer~~End-User shall not be dropped from the 911 database during the transition.

67.1 When an IXC terminates an InterLATA or IntraLATA toll call to either ~~party~~Party's local exchange ~~customer~~End-User whose telephone number has been ported from one ~~party~~Party to the other, the ~~parties~~Parties agree that the ~~party~~Party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to end office switching, local transport, RIC, and CCL. The ~~party~~Party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access tandem fees and appropriate local transport charges.

67.2 Non-Payment. ~~Customers~~End-Users lose the right to the ported telephone number upon suspension of service. Embarq will not port telephone numbers of ~~customers~~End-Users whose service has been suspended.

68.1.2 For HFPLs in service prior to 10/02/03, Embarq will continue to bill HFPL at the rate that was effective for that arrangement on 10/02/03 as long as that HFPL remains in service to the particular ~~CLEC~~INTRADO COMM end-user premises.

68.1.3 For HFPL ordered 10/02/03 to 10/01/04 and remaining in service to the particular ~~CLEC~~INTRADO COMM end-user premises during the period 10/01/04 and 10/01/05, the rate billed for HFPL will be fifty percent (50%) of the xDSL capable UNE Loop rate found in Table One.

68.1.4 For HFPL ordered 10/02/03 to 10/01/04 and remaining in service to the particular ~~CLEC~~INTRADO COMM end-user premises during the period 10/02/05 and 10/01/06, the rate billed for HFPL will be seventy-five (75%) of the xDSL capable UNE Loop rate found in Table One.

68.2 Embarq Line Sharing provided HFPL to ~~CLEC~~INTRADO COMM only those instances when Embarq is the provider of analog circuit-switched voice band service on that same Copper Loop to the same End -User.

68.3 In the event that the ~~end user~~End-User being served by ~~CLEC~~INTRADO COMM via HFPL terminates its Embarq-provided retail voice service, or when Embarq provided retail voice service is disconnected due to "denial for non-pay," Embarq shall provide reasonable notice to ~~CLEC~~INTRADO COMM prior to disconnect. ~~CLEC~~INTRADO COMM shall have the option

of purchasing an entire stand-alone UNE digital loop if it wishes to continue to provide advanced services to that ~~end user~~End-User. If ~~CLEC~~INTRADO COMM notifies Embarq that it chooses this option, ~~CLEC~~INTRADO COMM and Embarq shall cooperate to transition DSL service from the HFPL to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If ~~CLEC~~INTRADO COMM declines to purchase the entire stand alone UNE digital loop, Embarq may terminate the HFPL.

69.1.1 The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling ~~parties'~~party's name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Embarq's CNAM Database by ~~CLEC and CLEC's customers~~INTRADO COMM and INTRADO COMM's End-Users is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. ~~CLEC~~INTRADO COMM will not capture, cache, or store any information contained in a CNAM response.

69.1.2 The Toll Free Number Database provides functionality necessary for toll free (*e.g.,* 800 and 888) number services by providing routing information and additional vertical features (*i.e.*, time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from ~~CLEC~~INTRADO COMM's switch. Use of Embarq's Toll Free Database by ~~CLEC~~INTRADO COMM and its ~~customers~~End-Users is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

70.2 To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, and where indirectly interconnected parties have an interconnection to the same Embarq tandem, Embarq will provide Transit Services for ~~CLEC~~INTRADO COMM's connection of its ~~end user~~End-User to a local ~~end user~~End-User of: (1) ~~CLECs~~INTRADO COMMs, (2) an ILEC other than Embarq, and (3) other CMRS carriers.

71.1.1 Each Party at all times shall be the primary contact and account control for all interactions with its ~~end users~~End-Users, except as specified by that Party. ~~Subscribers~~End-Users include active ~~end users~~End-Users as well as those for whom service orders are pending.

71.1.2 Each Party shall ensure that any of its personnel who may receive ~~end user~~End-User inquiries, or otherwise have opportunity for ~~end user~~End-User contact from the other Party's ~~end user~~End-User regarding the other Party's services: (i) provide appropriate referrals to ~~subscribers~~End-Users who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or ~~end user~~End-User contact.

71.1.3 Embarq shall not use ~~CLEC~~INTRADO COMM's request for ~~end user~~End-User information, order submission, or any other aspect of ~~CLEC~~INTRADO COMM's processes or services to aid Embarq's marketing or sales efforts.

71.2.1 Embarq and ~~CLEC~~INTRADO COMM shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Embarq and ~~CLEC~~INTRADO COMM will establish intercompany contacts lists for purposes of handling ~~end user~~End-User and other matters which require attention/resolution outside of normal business procedures within thirty (30) Days after ~~CLEC~~INTRADO COMM's request. Each ~~party~~Party shall notify the other ~~party~~Party of any changes to its escalation contact list as soon as practicable before such changes are effective.

71.3 Subscriber of Record. Embarq shall recognize ~~CLEC~~INTRADO COMM as the ~~Subscriber~~subscriber of ~~Record~~record for all Network Elements or services for resale ordered by ~~CLEC~~INTRADO COMM and shall send all notices, invoices, and information which pertain to such ordered services directly to ~~CLEC. CLEC~~INTRADO COMM. INTRADO COMM will provide Embarq with addresses to which Embarq shall send all such notices, invoices, and information.

71.4.2 Essential Services. For purposes of service restoral, Embarq shall designate a ~~CLEC~~INTRADO COMM access line as an Essential Service Line (ESL) at Parity with Embarq's treatment of its own ~~end users~~End-Users and applicable state law or regulation, if any.

71.4.4 Training Support. Embarq shall provide training, on a non-discriminatory basis, for all Embarq employees who may communicate, either by telephone or face-to-face, with ~~CLEC end users~~INTRADO COMM End-Users. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home' notices.

72.2.3 Embarq shall provide, as requested by ~~CLEC~~INTRADO COMM, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Embarq's standard business hours and at other times as agreed upon by the ~~parties~~Parties to meet ~~end user~~End-User demand.

72.5.1 Embarq shall provide testing and loading of ~~CLEC~~INTRADO COMM's NXX on the same basis as Embarq provides itself or its affiliates. Further, Embarq shall provide ~~CLEC~~INTRADO COMM with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a ~~subscriber~~End-User is on the phone with ~~CLEC~~INTRADO COMM. When ~~CLEC~~INTRADO COMM uses numbers from an Embarq NXX, Embarq shall provide the same range of number choices to ~~CLEC~~INTRADO COMM, including choice of exchange number, as Embarq provides its own ~~subscribers~~End-User. Reservation and aging of Embarq NXX's shall remain Embarq's responsibility.

72.5.3 For simple services number reservations and aging of Embarq's numbers, Embarq shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Embarq shall provide confirmation of the number reservation within twenty-four (24) hours of ~~CLEC~~INTRADO COMM's request. Consistent with the manner in which Embarq provides numbers to its own

~~subscribers~~End-User, no telephone number assignment is guaranteed until service has been installed.

72.6.1 Service Migrations and New ~~Subscriber~~End-User Additions

(a) For resale services, other than for a ~~CLEC~~INTRADO COMM order to convert "as is" a ~~CLEC subscriber~~INTRADO COMM End-User, Embarq shall not disconnect any ~~subscriber~~End-User service or existing features at any time during the migration of that ~~subscriber~~End-User to ~~CLEC~~INTRADO COMM service without prior ~~CLEC~~INTRADO COMM agreement.

(b) For services provided through UNEs, Embarq shall recognize ~~CLEC~~INTRADO COMM as an agent, in accordance with OBF developed processes, for the ~~subscriber~~End-User in coordinating the disconnection of services provided by another ~~CLEC~~INTRADO COMM or Embarq. In addition, Embarq and ~~CLEC~~INTRADO COMM will work cooperatively to minimize service interruptions during the conversion.

(d) For ~~subscriber~~End-User conversions requiring coordinated cut-over activities, on a per order basis, Embarq, to the extent resources are readily available, and ~~CLEC~~INTRADO COMM will agree on a scheduled conversion time, which will be a designated time period within a designated date.

(f) A general Letter of Agency (LOA) initiated by ~~CLEC~~INTRADO COMM or Embarq will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the ~~end user~~End-User will not be required to process a PLC or PIC change ordered by ~~CLEC~~INTRADO COMM or Embarq. ~~CLEC~~INTRADO COMM and Embarq agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a ~~subscriber~~End-User complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the ~~subscriber~~End-User's local service with the original local carrier.

72.6.2 Intercept Treatment and Transfer Service Announcements. Embarq shall provide unbranded intercept treatment and transfer of service announcements to ~~CLEC's subscribers~~INTRADO COMM's End-Users. Embarq shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Embarq ~~subscribers~~End-Users for all service disconnects, suspensions, or transfers.

72.6.3 (c) ~~Subscriber~~End-User Premises Inspections and Installations

(i) ~~CLEC~~INTRADO COMM shall perform or contract for all ~~CLEC~~INTRADO COMM's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the ~~subscriber~~End-User premises.

(ii) Embarq shall provide ~~CLEC~~INTRADO COMM with the ability to schedule ~~subscriber~~End-User premises installations at the same morning and evening commitment level of service offered Embarq's own ~~customers~~End-Users. The ~~parties~~Parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.

72.6.5 (c) If a ~~CLEC subscriber~~INTRADO COMM End-User requests a service change at the time of installation or other work being performed by Embarq on behalf of ~~CLEC~~INTRADO COMM, Embarq, while at the ~~subscriber~~End-User premises, shall direct the ~~CLEC subscriber~~INTRADO COMM End-User to contact ~~CLEC~~INTRADO COMM, and ~~CLEC~~INTRADO COMM will initiate a new service order.

72.11.2 For any prospective ~~CLEC subscriber~~INTRADO COMM End-User, Embarq shall provide ~~CLEC~~INTRADO COMM with access to that ~~subscriber~~End-User's CPNI without requiring ~~CLEC~~INTRADO COMM to produce a signed LOA, subject to applicable rules, orders, and decisions, and based on ~~CLEC~~INTRADO COMM's blanket representation that ~~subscriber~~the End-User has authorized ~~CLEC~~INTRADO COMM to obtain such CPNI.

(a) The preordering Electronic Interface includes the provisioning of CPNI from Embarq to ~~CLEC~~INTRADO COMM. The Parties agree to request ~~end user~~End-User CPNI only when the ~~end user~~End-User has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the ~~parties~~Parties, and regarding the use of that information by the requesting ~~party~~Party.

(b) The requesting Party will document ~~end user~~End-User permission obtained to receive CPNI, whether or not the ~~end user~~End-User has agreed to change local service providers. With respect to ~~end users~~End-Users whose CPNI has been received by ~~CLEC~~INTRADO COMM, Embarq may request documentation from ~~CLEC~~INTRADO COMM to substantiate that ~~CLEC~~INTRADO COMM has requested and received permission from all such ~~end users~~End-Users. If ~~CLEC~~INTRADO COMM is not able to provide adequate documentation reflecting such permission from at least ninety-five (95%) of such ~~end users~~End-Users, Embarq reserves the right to immediately disconnect the preordering Electronic Interface.

(d) If ~~CLEC~~INTRADO COMM is not able to provide the LOA for ninety-five percent (95%) of the ~~end users~~End-Users requested by Embarq, or if Embarq determines that an LOA is inadequate, ~~CLEC~~INTRADO COMM will be considered in breach of the agreement. ~~CLEC~~INTRADO COMM can cure the breach by submitting to Embarq evidence of an LOA for each inadequate or omitted LOA within three (3) Business Days of notification of the breach.

(g) If ~~CLEC~~INTRADO COMM and Embarq do not agree that ~~CLEC~~INTRADO COMM has appropriate documentation or verification of a requested carrier change by a specific ~~end user~~End-User, or that Embarq has erred in not accepting proof of such carrier change request, the Parties may immediately request dispute resolution in accordance with Part B. Embarq will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

72.12.1 to assign telephone number(s) (if the ~~subscriber~~End-User does not already have a telephone number or requests a change of telephone number) at Parity.

(b) to access Embarq ~~subscriber~~End-User information systems which will allow ~~CLEC~~INTRADO COMM to determine if a service call is needed to install the line or service at Parity.

73.1 This Section sets forth the terms and conditions for Embarq's provision of Recorded Usage Data (as defined in this Part) to ~~CLEC~~INTRADO COMM and for information exchange regarding long distance and access billing. The ~~parties~~Parties agree to record call information for interconnection in accordance with this Section. To the extent technically feasible, each ~~party~~Party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange ~~subscriber~~End-User, and long distance calls transited through one Party's network to the terminating provider. Embarq shall record for ~~CLEC~~INTRADO COMM the messages that Embarq records for and bills to its ~~end-users~~End-Users and records for billing of interexchange carriers. These records shall be provided at a ~~party~~Party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other ~~party~~Party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. Embarq and ~~CLEC~~INTRADO COMM agree that they shall retain, at each ~~party~~Party's sole expense, copies of all EMI records transmitted to the other ~~party~~Party for at least forty-five (45) Days after transmission to the other ~~party~~Party.

73.2.3 Embarq shall record all usage originating from ~~CLEC end users~~INTRADO COMM End-Users using resold services ordered by ~~CLEC~~INTRADO COMM, where Embarq records those same services for Embarq ~~end users~~End-Users. Recorded Usage Data includes, but is not limited to, the following categories of information:

(a) Use of CLASS/LASS/Custom Features that Embarq records and bills for its ~~end users~~End-Users on a per usage basis.

(c) Calls to Directory Assistance where Embarq provides such service to a ~~CLEC end user~~INTRADO COMM End-User.

(d) Calls completed via Embarq-provided Operator Services where Embarq provides such service to ~~CLEC~~INTRADO COMM's local service ~~end user~~EndUser and where Embarq records such usage for its ~~end users~~End-Users using Industry Standard Telcordia EMI billing records.

73.2.5 Embarq shall provide to ~~CLEC~~INTRADO COMM Recorded Usage Data for ~~CLEC end users~~INTRADO COMM End-Users. Embarq shall not submit other ~~CLEC~~INTRADO COMM local usage data as part of the ~~CLEC~~INTRADO COMM Recorded Usage Data.

73.2.6 Embarq shall not bill directly to ~~CLEC subscribers~~INTRADO COMM End-Users any recurring or non-recurring charges for ~~CLEC~~INTRADO COMM's services to the ~~end user~~End-

User except where explicitly permitted to do so within a written agreement between Embarq and ~~CLEC~~INTRADO COMM.

73.2.7 Embarq will record 976/N11 calls and transmit them to the IP for billing. Embarq will not bill these calls to either the ~~CLEC~~INTRADO COMM or the ~~CLEC's end user~~INTRADO COMM's End-User.

73.3.1 Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Embarq and Embarq shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded ~~customers~~End-Users.

73.3.3 (d) Embarq agrees to provide information on the end-user's selection of special features where Embarq maintains such information (e.g.: billing method, special language) when ~~CLEC~~INTRADO COMM places the order for service;

73.5.4 Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Embarq shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Embarq shall apply the appropriate average revenue per message ("arpm") agreed to by ~~CLEC~~INTRADO COMM and Embarq to the estimated message volume for messages for which usage charges apply to the ~~subscriber~~End-User to arrive at the estimated lost revenue.

73.7.1 Product/Service Specific. Embarq shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Embarq's offering and are provided for Embarq's ~~subscribers~~End-Users on a per usage basis.

73.8.1.2 Embarq may correct and resubmit to ~~CLEC~~INTRADO COMM any messages returned to Embarq. Embarq will not be liable for any records determined by Embarq to be billable to a ~~CLEC end user. CLEC~~INTRADO COMM End-User. INTRADO COMM will not return a message that has been corrected and resubmitted by Embarq. Embarq will only assume liability for errors and unguideables caused by Embarq.

74.4 Embarq shall provide ~~CLEC~~INTRADO COMM maintenance dispatch personnel on the same schedule that it provides its own ~~subscribers~~End-Users.

74.6 All Embarq employees or contractors who perform repair service for ~~CLEC end users~~INTRADO COMM End-Users shall follow Embarq standard procedures in all their communications with ~~CLEC end users~~INTRADO COMM End-Users. These procedures and protocols shall ensure that:

74.6.1 Embarq employees or contractors shall perform repair service that is equal in quality to that provided to Embarq ~~end users~~End-Users; and

74.6.2 Trouble calls from ~~CLEC~~INTRADO COMM shall receive response time priority that is equal to that of Embarq ~~end users~~End-Users and shall be handled on a "first come first served" basis regardless of whether the ~~end user~~End-User is a ~~CLEC end user~~INTRADO COMM End-User or an Embarq ~~end user~~End-User.

74.8 Embarq shall give maximum advanced notice to ~~CLEC~~INTRADO COMM of all non-scheduled maintenance or other planned network activities to be performed by Embarq on any network element, including any hardware, equipment, software, or system, providing service functionality of which ~~CLEC~~INTRADO COMM has advised Embarq may potentially impact ~~CLEC end users~~INTRADO COMM End-Users.

74.10 On all misdirected calls from ~~CLEC end users~~INTRADO COMM End-Users requesting repair, Embarq shall provide such ~~CLEC end user~~INTRADO COMM End-User with the correct ~~CLEC~~INTRADO COMM repair telephone number as such number is provided to Embarq by ~~CLEC~~INTRADO COMM. Once the Electronic Interface is established between Embarq and ~~CLEC~~INTRADO COMM, Embarq agrees that ~~CLEC~~INTRADO COMM may report troubles directly to a single Embarq repair/maintenance center for both residential and small business ~~end users~~End-Users, unless otherwise agreed to by ~~CLEC~~INTRADO COMM.

74.11 Upon establishment of an Electronic Interface, Embarq shall notify ~~CLEC~~INTRADO COMM via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. ~~CLEC~~INTRADO COMM will contact its ~~end user~~End-User to determine if repairs were completed and confirm the trouble no longer exists.

74.14 If Embarq initiates trouble handling procedures, it will bear all costs associated with that activity. If ~~CLEC~~INTRADO COMM requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the ~~end user~~End-User demarcation point, then ~~CLEC~~INTRADO COMM will bear the cost.

75.1.1 The services described in Section ~~74 only apply~~ 75 shall ~~only~~ be available to ~~the CLEC~~ both Parties under this Agreement (i) when ~~Embarq~~either Party is providing the service to itself~~,~~ or (ii) in areas where ~~Embarq~~either Party is providing such service to ~~Embarq's end user subscribers, and (iii) subject to the limitations specified herein. To the extent that Embarq does not provide the services described in this Section 74 to itself, or the requested service is not available to Embarq's end user subscribers in such areas, CLEC must secure any desired services under a separate commercial agreement with Embarq or another provider.~~ its End-Users. .

75.2.2 Basic 911 and E911 functions ~~shall only~~will be provided to ~~CLEC~~INTRADO COMM for resale services, and shall be at Parity with the support and services that Embarq provides to its ~~subscribers~~End-Users for such similar functionality.

(a) Where it may be appropriate for Embarq to update the ALI database, Embarq shall update such database with ~~CLEC~~INTRADO COMM data in an interval at Parity with that experienced by Embarq ~~end users~~End-Users.

(b) Embarq shall transmit to ~~CLEC~~INTRADO COMM daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the ~~subscriber~~End-User listing feed.

75.2.6 (b) ~~To~~Where Embarq manages the Selective Router and/or ALI database and to the extent allowed by the ~~governmental agency~~E911 Authority, and where available, copies of the ~~SIG~~MSAG shall be provided by Embarq within three (3) Business Days from the time requested and provided on ~~diskette, or in a format suitable for use with desktop computers.~~ disk (or other mutually agreed medium), in a format compliant with mutually agreed NENA standards. Where INTRADO COMM manages the Selective Router and/or ALI data, INTRADO COMM shall provide an initial MSAG load and daily updates to Embarq for use in submitting MSAG valid End-User record information to the INTRADO COMM 911 database system. It shall be the responsibility of Embarq to accept and maintain the daily updates from INTRADO COMM.

(d) Embarq and ~~CLEC~~INTRADO COMM shall arrange for the automated input and periodic updating of the E911 database information related to ~~CLEC end users~~Embarq and INTRADO COMM End-Users. Embarq and INTRADO COMM shall work cooperatively ~~with CLEC~~ to ensure the accuracy of the data transfer by verifying it against the ~~SIG~~MSAG. Embarq shall accept and submit electronically transmitted files that conform to NENA ~~Version #2~~ format.

(e) ~~CLEC~~INTRADO COMM and Embarq shall assign an E911 database coordinator charged with the responsibility of forwarding ~~CLEC end user ALI record information to Embarq~~ End-User SOI to the appropriate E911 ALI database management provider or via a third-party entity, charged with the responsibility of ~~ALI~~SOI record transfer. ~~CLEC assumes~~The Parties assume all responsibility for the accuracy of the data that ~~CLEC~~each provides to ~~Embarq~~the appropriate E911 database management provider.

(f) ~~CLEC~~ The Parties shall provide information on new ~~subscribers to Embarq~~End-Users to the appropriate E911 database management provider within one (1) business day of the order completion. ~~Embarq~~ The designated E911 Services provider shall update the database within two (2) Business Days of receiving the data from ~~CLEC. If Embarq detects an error in the CLEC~~the other Party. If errors are detected in the submitting Party's provided data, the data shall be returned to ~~CLEC~~the submitting Party within two (2) Business Days from when it was ~~provided to Embarq. CLEC~~recieved by the designated E911 Services provider. The submitting Party shall respond to requests from ~~Embarq~~the designated E911 Services provider to make corrections to database record errors by uploading corrected SOI records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.

(g) ~~Embarq~~The designated E911 Service provider agrees to treat all End-User data ~~on CLEC subscribers~~ provided under this Agreement as confidential and to use End-User data ~~on CLEC subscribers~~ only for the purpose of providing ~~E911~~emergency communications services.

75.3.1 These requirements pertain to Embarq's Listings Service Request process that enables ~~CLEC~~INTRADO COMM to (a) submit ~~CLEC subscriber~~INTRADO COMM End-User information for inclusion in Directory Listings databases; (b) submit ~~CLEC subscriber~~INTRADO COMM End-User information for inclusion in published directories; and (c) provide ~~CLEC subscriber~~INTRADO COMM End-User delivery address information to enable Embarq to fulfill directory distribution obligations.

75.3.3 (a) Migrate with no Changes. Retain all white page listings for the ~~subscriber~~End-User in both DA and DL. Transfer ownership and billing for white page listings to ~~CLEC~~INTRADO COMM.

(b) Migrate with Additions. Retain all white page listings for the ~~subscriber~~End-User in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to ~~CLEC~~INTRADO COMM.

(c) Migrate with Deletions. Retain all white page listings for the ~~subscriber~~End-User in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to ~~CLEC~~INTRADO COMM.

75.3.4 Embarq shall update and maintain directory listings information to reflect which of the following categories ~~CLEC subscribers~~INTRADO COMM End-Users fall into:

75.3.5 Based on changes submitted by ~~CLEC~~INTRADO COMM, Embarq shall update and maintain directory listings data for ~~CLEC subscribers~~INTRADO COMM End-Users who:

75.3.6 The charge for storage of ~~CLEC subscriber~~INTRADO COMM End-User information in the DL systems is included in the rates where ~~CLEC~~INTRADO COMM is buying UNE Loops or resold services with respect to specific addresses. ~~CLECs~~INTRADO COMMs that are not buying UNE Loops or resold services shall pay for such storage services at the rate reflected on Table One.

75.3.8 ~~CLEC~~INTRADO COMM acknowledges that for a ~~CLEC subscriber~~INTRADO COMM End-User's name to appear in a directory, ~~CLEC~~INTRADO COMM must submit a Directory Service Request (DSR).

75.3.10 Traditional White Pages Listings.

(a) Embarq shall include in its master ~~subscriber~~End-User system database all white pages listing information for ~~CLEC subscribers~~INTRADO COMM End-Users whose information was properly submitted a DSR.

(b) One basic White pages listing for each ~~CLEC customer~~INTRADO COMM End-User is included in the rates where ~~CLEC~~INTRADO COMM is buying UNE Loops or resold services at a specific address and additional listings for a specific address shall be provided at the rates reflected on Table 1. If ~~CLEC~~INTRADO COMM requests a listing for an address where

~~CLEC~~INTRADO COMM is not buying UNE Loops or resold services, ~~CLEC~~INTRADO COMM shall pay for all requested listings for such address at the rate reflected on Table One. A basic White Pages listing is defined as a ~~customer~~End-User name, address and either the ~~CLEC~~INTRADO COMM assigned number for a ~~customer~~End-User or the number for which number portability is provided, but not both numbers. Basic White Pages listings of ~~CLEC customers~~INTRADO COMM End-Users will be interfiled with listings of Embarq End-Users and other LEC customers.

(c) ~~CLEC~~INTRADO COMM agrees to provide ~~customer~~ listing information for ~~CLEC's subscribers~~INTRADO COMM's End-Users, including without limitation directory distribution information, to Embarq, at no charge. Embarq will provide ~~CLEC~~INTRADO COMM with the appropriate format for provision of ~~CLEC customer~~INTRADO COMM listing information to Embarq. The ~~parties~~Parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the ~~parties~~Parties agree to adopt such format.

(e) ~~CLEC customer~~INTRADO COMM listing information will be used solely for the provision of directory services, including the sale of directory advertising to ~~CLEC customers~~INTRADO COMM End-Users.

(f) In addition to a basic White Pages listing, Embarq will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for ~~CLEC~~INTRADO COMM to offer for resale to ~~CLEC's customers~~INTRADO COMM's End-Users.

(g) Embarq, or its directory publisher, will provide White Pages distribution services to ~~CLEC customers~~INTRADO COMM End-Users, in areas where Embarq is providing such service to Embarq's ~~end-user subscribers~~End-User, at no additional charge to ~~CLEC~~INTRADO COMM at times of regularly scheduled distribution to all ~~customers~~End-Users. Embarq represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Embarq and to other ~~CLEC customers~~INTRADO COMM End-Users.

(i) Embarq will accord ~~CLEC customer~~INTRADO COMM listing information the same level of confidentiality that Embarq accords its own proprietary ~~customer~~ listing information. Embarq shall ensure that access to ~~CLEC customer~~ INTRADO COMM proprietary listing information will be limited solely to those of Embarq and Embarq's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Embarq will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a ~~CLEC~~INTRADO COMM that contains ~~customer~~End-User listings of both Embarq and ~~CLEC~~INTRADO COMM will not be deemed a violation of this confidentiality provision.

75.4.2 Embarq will request that its publisher make available to ~~CLEC~~INTRADO COMM the provision of a basic Yellow Pages listing to ~~CLEC customers~~INTRADO COMM End-Users located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to ~~CLEC customers~~INTRADO COMM End-Users.

75.4.3 Embarq will request that its publisher make directory advertising available to ~~CLEC customers~~INTRADO COMM End-Users on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Embarq and other ~~CLEC customers~~INTRADO COMM End-Users. Directory advertising will be billed to ~~CLEC customers~~INTRADO COMM End-Users by directory publisher.

75.4.4 Embarq will request that its publisher use commercially reasonable efforts to ensure that directory advertising purchased by ~~customers~~End-Users who switch their service to ~~CLEC~~INTRADO COMM is maintained without interruption.

75.5 Directory Assistance Data.

75.5.1 Directory Assistance Data consists of information within residential, business, and government ~~subscriber~~End-User records that can be used to create and maintain databases for the provision of live or automated operator assisted Directory Assistance.

75.5.2 Under a separate agreement, Embarq will provide ~~CLEC~~INTRADO COMM with unbundled and non-discriminatory access to the residential, business and government ~~subscriber~~End-User records for the purpose of obtaining Directory Assistance Data that is needed to enable telephone exchange ~~CLECs~~INTRADO COMMs to swiftly and accurately respond to requests by end-users for directory information, including, but not limited to name, address and phone numbers, The separate agreement shall provide for each of the following:

(a) ~~Subscriber~~End-User records. ~~CLEC~~INTRADO COMM shall have access to the same ~~subscriber~~End-User record information that Embarq used to create and maintain its databases for the provision of live or automated operator assisted Directory Assistance.

(b) Data Transfer. Embarq shall provide to ~~CLEC~~INTRADO COMM, at ~~CLEC~~INTRADO COMM's request, all published Subscriber List Information (including such information that resides in Embarq's master ~~subscriber~~End-User system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Embarq provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to ~~CLEC~~INTRADO COMM pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each ~~subscriber~~End-User whether the ~~subscriber~~End-User is classified as residence or business class of service.

78.6 If it becomes necessary in Embarq's reasonable judgment, and there are no other reasonable alternatives available, Embarq shall have the right, for good cause shown, and upon thirty (30)

Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Embarq-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Embarq's tariffs to provide Telecommunications Services to its ~~end user customers~~End-User. In such cases, Embarq will reimburse ~~CLEC~~INTRADO COMM for reasonable direct costs and expenses in connection with such reclamation.

85.5 If ~~CLEC~~INTRADO COMM has provisioned services to any ~~customers~~End-User without being in compliance with ~~84.4~~85.4 above, ~~CLEC~~INTRADO COMM will be billed access rates for all services for the period beginning with the installation of the services until the collocation arrangement is decommissioned or until it is brought into compliance.

91.6 ~~CLEC~~INTRADO COMM shall provide Embarq with written notice three (3) Business Days prior to those instances where ~~CLEC~~INTRADO COMM or its subcontractors perform work, which is to be a known service affecting activity. ~~CLEC~~INTRADO COMM will inform Embarq by e-mail of any unplanned service outages. The ~~parties~~Parties will then agree upon a plan to manage the outage so as to minimize ~~customer~~End-User interruption. Notification of any unplanned service outage shall be made as soon as practicable after ~~CLEC~~INTRADO COMM learns that such outage has occurred so that Embarq can take any action required to monitor or protect its service.

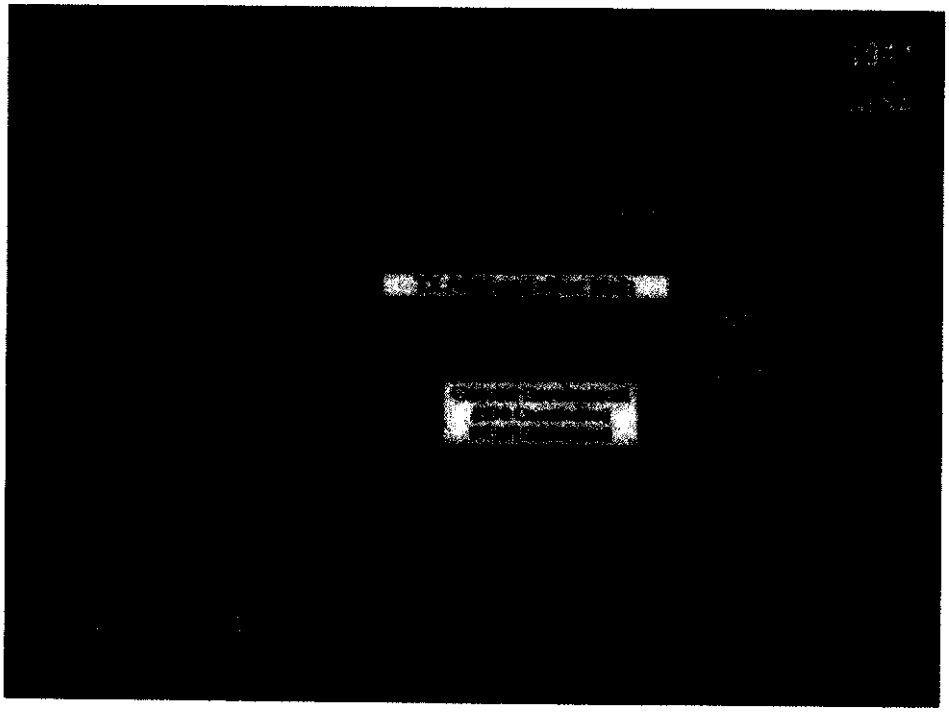
94.2 Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of ~~CLEC~~INTRADO COMM, its agents, employees, contractors, ~~CLECs, customers~~INTRADO COMM's, End-Users or business invitees, unless Embarq otherwise elects, the ~~CLEC~~INTRADO COMM's rights to the applicable Collocation Space shall not terminate, and, if Embarq elects to make such repairs, ~~CLEC~~INTRADO COMM shall reimburse Embarq for the cost of such repairs, or ~~CLEC~~INTRADO COMM shall repair such damage, including damage to the building and the area surrounding it, and the License Fee shall not abate.

# Overall NG9-1-1 Status



7/23/2007

The last year has seen a great deal of NG9-1-1 interest expand among Public Safety, federal government organizations, and various standards development organizations (which are typically international in scope). NENA expects to publish both the NG9-1-1 technical requirements and initial Architecture and Interface specifications in late 2Q or early 3Q 2007. Technical and Operations Committees are ramping up their efforts on NG9-1-1-related Standards and other information documents. The USDOT NG9-1-1 project to develop and operate a 2008 Proof of Concept trial started in December 2006 and has made steady progress toward defined goals. The NG Partner Program has embarked on developmental work around funding evolution, regulatory, legislative, and jurisdictional, NG9-1-1 costs estimation, and educational topics. NENA is investigating certification and accreditation possibilities, aimed toward support of quality service provision in an NG9-1-1 world. The overall NENA NG9-1-1 project is coming together, and there will be multiple sessions in the Oct 1-2 Critical Issues Forum and the NG9-1-1 track at the June 2008 Annual Conference dedicated to explaining, updating and conducting interactive discussions with attendees on NG9-1-1 and next generations emergency communications. While there are and will be many early adopter cases, NENA currently estimates that the earliest that a fully featured and standards compliant NG9-1-1 system could be realized is mid 2009.



| KEY CODES | | EMBARQ RATE ELEMENT COST SUMMARY: FLORIDA | | 12/14/2007 |
|---|---|---|---|---|
| MRC | NRC | | | |
| | | **RESALE DISCOUNTS** | **MRC** | **NRC** |
| | | Other than Operator / DA | **19.40%** | |
| | | Op Assist / DA | **12.10%** | |
| | | | | |
| | | **USAGE FILE CHARGES** | **MRC** | **NRC** |
| | | Message Provisioning, per message | **$0.000684** | |
| | | Data Transmission, per message | **$0.000000** | |
| | | Media Charge - per CD (Price reflects shipping via regular U.S. Mail) | | **$18.00** |
| | | | | |
| | | **OTHER CHARGES** | **MRC** | **NRC** |
| | | Temporary Suspension of Service for Resale - **SUSPEND** | | **$0.00** |
| | | Temporary Suspension of Service for Resale - **RESTORE** | | **$21.00** |
| | | PIC Change Charge, per change | | **Per Tariff** |
| | | Operator Assistance / Directory Assistance Branding | | **ICB** |
| | | | | |
| | | **UNE LOOP TAG & LABEL / RESALE TAG & LABEL** | **MRC** | **NRC** |
| | I0004 | Tag and Label on a new install loop or resale | | **$4.72** |
| | I0005 | Tag and Label on a reinstall loop or an existing loop or resale | | **$9.44** |
| | I0006 | Tag and Label on an addt'l loop or resale on the same order at the same location | | **$3.78** |
| | | | | |
| | | **TRIP CHARGE** | **MRC** | **NRC** |
| | I0007 | Trip Charge | | **$18.88** |
| | | | | |
| | | **RATE ELEMENT** | | |
| | | **SERVICE ORDER / INSTALLATION / REPAIR** | **MRC** | **NRC** |
| | I0008 | Manual Service Order NRC | | **$28.10** |
| | I0009 | Manual Service Order - Listing Only | | **$14.81** |
| | I0010 | Manual Service Order - Change Only | | **$13.76** |
| | | | | |
| | I0011 | Electronic Service Order (IRES) | | **$3.82** |
| | I0012 | Electronic Service Order - Listing Only | | **$0.42** |
| | I0013 | Electronic Service Order - Change Only | | **$1.66** |
| | | | | |
| | I0014 | 2-Wire Loop Cooperative Testing | | **$46.71** |
| | I0015 | 4-Wire Loop Cooperative Testing | | **$66.99** |
| | | | | |
| | I0016 | Trouble Isolation Charge | | **$48.47** |
| | | | | |
| | | LNP Coordinated Conversion - Lines 1 -10 | | **$47.33** |
| | | LNP Coordinated Conversion - Each additional line | | **$4.24** |
| | | LNP Conversion - 10 Digit Trigger | | **$0.00** |
| | | | | |
| | | **UNE to Special Access or Special Access to UNE Conversions or Migrations (includes EEL)** | | |
| | I0018 | DS1 Loop, per circuit | | **$76.71** |
| | I0019 | DS1 Transport, per circuit | | **$76.71** |
| | | | | |
| | | DS3 Loop, per circuit | | **ICB** |
| | | DS3 Transport, per circuit | | **ICB** |
| | | | | |
| | | **UNBUNDLED NETWORK ELEMENTS (UNE)** | | |
| | | | | |
| | | **PRE-ORDER LOOP QUALIFICATION** | **MRC** | **NRC** |
| | | Loop Make-Up Information | | **$5.90** |
| | | | | |
| | | **LOOPS (RATES INCLUDE NID CHARGE)** | **MRC** | **NRC** |
| | | **2-Wire Analog** | | |
| I0020 | | Band 1 | **$11.64** | |
| I0021 | | Band 2 | **$18.45** | |
| I0022 | | Band 3 | **$25.51** | |
| I0023 | | Band 4 | **$46.22** | |
| | I0027 | First Line | | **$111.24** |
| | I0028 | Second Line and Each Additional Line (same time) | | **$52.73** |
| | I0029 | Re-install (Cut Thru and Dedicated/Vacant) | | **$65.81** |
| | I0030 | Disconnect | | **$31.75** |
| | | | | |
| | | **4-Wire Analog** | | |
| I0031 | | Band 1 | **$22.50** | |
| I0032 | | Band 2 | **$35.64** | |
| I0033 | | Band 3 | **$49.24** | |
| I0034 | | Band 4 | **$89.18** | |
| | I0038 | First Line | | **$144.33** |
| | I0039 | Second Line and Each Additional Line (same time) | | **$85.82** |
| | I0040 | Re-install (Cut Thru and Dedicated/Vacant) | | **$81.70** |

| KEY CODES | | EMBARQ RATE ELEMENT COST SUMMARY: FLORIDA | | 12/14/2007 |
|---|---|---|---|---|
| MRC | NRC | | | |
| | | **LOOP CONDITIONING** | **MRC** | **NRC** |
| | | **Load Coil Removal** for all Digital UNE and xDSL-Capable loops that are **less than 18,000 feet in length - per line conditioned** (No Engineering or Trip charges - price reflects 25 pair economies) | | **$0.00** |
| | | Conditioning Engineering Charge - per loop | | **$39.11** |
| | | Conditioning Trip Charge - per loop | | **$16.41** |
| | | **The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.** | | |
| | | **Load Coil Removal: Loops 18kft or longer** | | |
| | | Unload cable pair, per Underground location | | **$445.21** |
| | | Unload Addt'l cable pair, UG same time, same location and cable | | **$3.43** |
| | | Unload cable pair, per Aerial or Buried Location | | **$7.80** |
| | | Unload Addt'l cable pair, AE or BU, same time, location and cable | | **$1.80** |
| | | **Bridged Tap or Repeater Removal - Any Loop Length** | | |
| | | Remove Bridged Tap or Repeater, per Underground Location | | **$442.28** |
| | | Remove each Addt'l Bridged Tap or Repeater, UG same time, location and cable | | **$0.50** |
| | | Remove Bridged Tap or Repeater, per Aerial or Buried Location | | **$6.43** |
| | | Remove each Addt'l Bridged Tap or Repeater, AE or BU same time, location and cable | | **$0.44** |
| | | **SUB LOOPS (RATES INCLUDE NID CHARGE)** | **MRC** | **NRC** |
| | | Sub-Loops Interconnection (Stub Cable) | | **ICB** |
| | | **2 Wire Voice Grade and Digital Data Distribution** | | |
| I0114 | | Band 1 | **$4.97** | |
| I0115 | | Band 2 | **$7.58** | |
| I0116 | | Band 3 | **$10.28** | |
| I0117 | | Band 4 | **$18.22** | |
| | I0121 | First Line | | **$119.15** |
| | I0122 | Second Line and Each Additional Line (same time) | | **$40.65** |
| | I0123 | Disconnect | | **$51.98** |
| | | **4 Wire Voice Grade and Digital Data Distribution** | | |
| I0124 | | Band 1 | **$9.58** | |
| I0125 | | Band 2 | **$14.59** | |
| I0126 | | Band 3 | **$19.77** | |
| I0127 | | Band 4 | **$34.98** | |
| | I0131 | First Line | | **$164.56** |
| | I0132 | Second Line and Each Additional Line (same time) | | **$65.20** |
| | I0133 | Disconnect | | **$63.31** |
| | | **DEDICATED INTEROFFICE TRANSPORT** | **MRC** | **NRC** |
| | DFL00 | DS1 | **Refer to Dedicated Transport Tab** | **$182.15** |
| | | DS1 Disconnect | | **$20.36** |
| | DFL01 | DS3 | **Refer to Dedicated Transport Tab** | **$192.85** |
| | | DS3 Disconnect | | **$32.76** |
| | | **MULTIPLEXING** | **MRC** | **NRC** |
| | | **Multiplexing elements are only relevant in conjunction with UNE transport.** | | |
| I0134 | I0135 | Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards) | **$162.48** | **$93.62** |
| | | DS1-DS0 Disconnect | | **$12.95** |
| I0136 | I0137 | Multiplexing - DS3-DS1 (per DS3) | **$195.77** | **$119.88** |
| | | DS3-DS1 Disconnect | | **$43.38** |
| | | **UNBUNDLED DARK FIBER TRANSPORT** | **MRC** | **NRC** |
| | | **Dark Fiber Application & Quote Preparation Charge** | | **$270.47** |
| | | Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer. | | |
| | | **Transport** | | |
| | | Interoffice, per foot per fiber - Statewide Average | **$0.0039** | |
| | | **Additional Charges Applicable to Transport** | | |
| | | Fiber Patch Cord, per fiber | **$0.82** | |
| | | Fiber Patch Panel, per fiber | **$0.79** | |

| KEY CODES | | EMBARQ RATE ELEMENT COST SUMMARY - FLORIDA | | 12/14/2007 |
|---|---|---|---|---|
| MRC | NRC | | | |
| | | Initial Patch Cord Installation / Disconnect, Field Location | | $22.92 |
| | | Addt'l Patch Cord Installation / Disconnect, Field Loc., Same Time/Location | | $7.64 |
| | | Central Office Interconnection,1-4 Patch Cords per CO - Install or Disconnect | | $193.55 |
| | | Dark Fiber End-to-End Testing, Initial Strand | | $53.48 |
| | | Dark Fiber End-to-End Testing, Subsequent Strand | | $15.28 |
| | | | | |
| | | EEL COMBINATIONS | MRC | NRC |
| | | **Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.** | | |
| | | **See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.** | | |
| | | | | |
| | | RECIPROCAL COMPENSATION | MRC | NRC |
| | | End Office - per MOU | $0.002221 | N/A |
| | | Tandem Switching - per MOU | $0.002053 | N/A |
| | | Shared Transport - per MOU | $0.000814 | N/A |
| | | | | |
| | | **FCC Ordered ISP-bound Traffic Termination Rates (per MOU) = $0.0007** | Opt-In | |
| | | | | |
| | | TRANSIT SERVICE | MRC | NRC |
| | | Transit Service Charge - per MOU | $0.005000 | |
| | | | | |
| | | DATABASE | MRC | NRC |
| | | Local Number Portability query (LNP) | Per interstate tariff | Per interstate tariff |
| | | Toll Free Code query (TFC) - Simple | Per interstate tariff | Per interstate tariff |
| | | Toll Free Code query (TFC) - Complex Additive | Per interstate tariff | Per interstate tariff |
| | | Line Information Database query (LIDB) | Per interstate tariff | Per interstate tariff |
| | | Line Information Database query transport (LIDB) | Per interstate tariff | Per interstate tariff |
| | | | | |
| | | DIRECTORY SERVICES | MRC | NRC |
| | | Directory - Premium & Privacy Listings | | Refer to Applicable Retail Tariff |
| | | Directory Listings - (if CLEC not purchasing UNE Loops or Resale Services) | $1.85 | |
| | | | | |
| | | 911 AND E911 TRANSPORT AND TERMINATION | MRC | NRC |
| | | 911 and E911 Transport - DS1 | Refer to Dedicated Transport Tab | $182.15 |
| | | Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards) | $162.48 | $93.62 |
| | | DS0 911 Per Port (minimum of 2 DS0's required) | $15.81 | $151.80 |
| | | | | |
| | | STREET INDEX GUIDE | MRC | NRC |
| I0001 | | SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail) | $18.00 | |
| | | | | |

| KEY CODES | | EMBARQ RATE ELEMENT COST SUMMARY - FLORIDA | | 12/14/2007 |
|---|---|---|---|---|
| MRC | NRC | | | |
| | | ROUTINE MODIFICATION OF FACILITIES | MRC | NRC |
| | | | | |
| | | **Rearrangement of Cable** | | |
| | | Rearrangement of Up to 3 Pairs per UNE Loop Ordered | N/A | Included in Loop NRC |
| | | Rearrangements Requiring More Than 3 Pairs per UNE Loop Ordered | N/A | ICB |
| | | | | |
| | | **Repeater/Doubler Installation Cost (incl. 4 slot housing and 1 card), per location** | | |
| | | 1. Repeater Equipment Case w/ Repeater Card (for T-1 applications): | | |
| | | Where Special Construction Does Not Apply (Card Installation Only) | Included in Loop MRC | Included in Loop NRC |
| | | Where Special Construction Applies, Non Recurring Charge | | $2,151.93 |
| | | | | |
| | | 2. Doubler Equipment Case w/ Doubler Card (for HDSL applications) | | |
| | | Where Special Construction Does Not Apply (Card Installation Only) | Included in Loop MRC | Included in Loop NRC |
| | | Where Special Construction Applies, Non Recurring Charge | | $2,389.90 |
| | | | | |
| | | **Smart Jack** | Included in Loop MRC | Included in Loop NRC |
| | | | | |
| | | **Line Card Installation** | Included in Loop MRC | Included in Loop NRC |
| | | | | |
| | | **Multiplexing** | Included in Loop MRC | Included in Loop NRC |
| | | Note: Multiplexer pricing available through Enhanced Extented Loop (EELs) facility leases | | |
| | | | | |