

- 3.2.5 If so requested by CLC, Windstream shall allow CLC to connect its Loops directly to the protector field at Windstream NIDs that have unused protectors and are not used by Windstream or any other Telecommunications Carrier to provide service to the premises. If CLC accesses the Windstream protector field, it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, CLC shall only access a Windstream NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a Windstream NID must be terminated in compliance with FCC 88-57, section 315 of the National Electric Safety Code and section 800.30 of the National Electric Code.

3.3 Rate Elements

Exhibit A provides recurring and nonrecurring rates for access or modifications to an existing NID, and Exhibit A also provides Miscellaneous Charges.

- 3.3.1 If CLC requests the current simple NID be replaced with a different simple NID, pursuant to Section 3.2.1, additional labor – other Miscellaneous Charges will be assessed with CLC paying only for the portion of the change-out that is specific to and for the functionality that supports CLC requirements.
- 3.3.2 Recurring rates apply for unbundled access to the protector field in a Windstream NID, pursuant to Section 3.2.5.
- 3.3.3 When CLC requests that Windstream perform the work to connect its NID to the Windstream NID, the costs associated with Windstream performing such work will be charged to CLC as additional labor – other Miscellaneous Charges.
- 3.3.4 When Windstream makes rearrangements to the inside wire terminations or terminal enclosure pursuant to Section 3.2.1.5, charges will be assessed as additional labor – other Miscellaneous Charges.
- 3.3.5 CLC will be charged for any change-out Windstream performs pursuant to Section 3.2.2. CLC will be billed only for the portion of the change-out that is specific to CLC's request for modified/additional capacity. Charges will be assessed as additional labor – other Miscellaneous Charges.

3.4 Ordering Process

- 3.4.1 CLC may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 3. If the terminal is a NID and CLC wishes to access the End User Customer field of the NID, no additional verification is needed by Windstream. CLC shall tag its jumper wire.
- 3.4.1.1 When CLC seeks to connect to a cross connect field other than to the End User Customer field of the NID, CLC shall submit a LSR for connection to the NID. Windstream shall notify CLC, within ten (10) business days, if the connection is not Technically Feasible. In such cases, Windstream shall inform CLC of the basis for its claim of technical infeasibility and, at the same time, identify all alternative points of connection that Windstream would support. CLC shall have the option of employing the alternative terminal or disputing the claim of technical infeasibility pursuant to the Dispute Resolution provisions of this Agreement. No additional verification is needed by Windstream and CLC shall tag its jumper wire.

- 3.4.2 Subject to the terms of Section 3.4.1, CLC may perform a NID-to-NID connection, according to Section 3.1.3, and access the End User Customer field of the NID by submitting a LSR. CLC may access the protector field of the NID by submitting a LSR.

3.5 Maintenance and Repair

- 3.5.1 If Windstream is dispatched to an End User Customer's location on a maintenance issue and finds the NID, facilities and lines have been removed from the protector field or damaged by CLC, CLC will be responsible for all costs associated with returning the NID, facilities and lines back to their original state. This work is billed to CLC as additional labor – other Miscellaneous Charges.

4.0 Dedicated Transport

- 4.1 Subject to the conditions of Section 4, where facilities are available, at CLEC's request, Windstream shall provide CLEC with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with, but only to the extent required by Applicable Law, at the rates set forth in Exhibit A, UNE Price List.
- 4.2 Wire Center "Tiers" -- wire centers are classified into three "tiers," as follows:
- (i) Tier 1 Wire Centers are those Windstream wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 Wire Centers also are those Windstream tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a wire center is determined to be a Tier 1 Wire Center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.
 - (ii) Tier 2 Wire Centers are those Windstream wire centers that are not Tier 1 Wire Centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.
 - (iii) Tier 3 Wire Centers are those Windstream wire centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

Exhibit A: UNE Price List

	Monthly Recurring	Nonrecurring Charges	
		Initial	Additional
<u>Network Interface Device (NID)</u>			
NID – 2 Lines	\$1.00	\$0.00	\$0.00
NID – 6 Lines	\$1.50	\$0.00	\$0.00
Dedicated Transport			
CLEC Dedicated Transport (Entrance Facilities)			
CDT 2 Wire	\$26.81		
CDT 4 Wire	\$42.90		
CDT DS1	\$330		
CDT DS3 Optical Interface	ICB		
Interoffice Dedicated Transport			
IDT DS0 Transport Facility per ALM	\$0.27		
IDT DS0 Transport Termination	\$11.59		
IDT DS1 Transport Termination per ALM	\$2.85		
IDT DS1 Transport Termination	\$80.49		
IDT DS3 Transport Facility per ALM	\$3.65		
IDT DS3 Transport Termination	\$118.29		
Multiplexing			
DS1 to Voice Multiplexing	\$185.24		
DS3 to DS1 Multiplexing	\$887.13		
DS1 Clear Channel Capability	\$23.22		
<u>Service Order Charges</u>			
New		\$22.39	\$22.39
Change		\$17.44	\$17.44
Disconnect		\$12.26	\$12.26

	Monthly Recurring	Nonrecurring Charges	
Expedite Charge		\$21.76	\$21.76
Manual Service Order Charges (*In addition to the applicable service order charge.)		\$8.07*	\$8.07*
<u>Time and Material Charges</u>			
Basic Time per half (1/2) hour		\$45.00	\$45.00
Overtime per half (1/2) hour		\$62.50	\$62.50
Premium Time per half (1/2) hour		\$85.00	\$85.00
<u>Coordinated Cut-Over Charge</u>			
Basic Time per half (1/2) hour		\$45.00	\$45.00
Overtime per half (1/2) hour		\$62.50	\$62.50
Premium Time per half (1/2) hour		\$85.00	\$85.00

ATTACHMENT 7: PHYSICAL COLLOCATION

1.0 General Provisions

- 1.1 This Attachment sets forth the rates, terms, and conditions upon which Windstream will offer physical collocation to CLC as provided under the Act. These rates, terms, and conditions are in addition to those contained elsewhere in this Agreement.
- 1.2 CLC shall be allowed to obtain dedicated space (the "Collocation Space") in Windstream's Wire Centers and to place equipment in such space to interconnect with Windstream's network.
 - 1.2.1 CLC shall not occupy or use the Collocation Space, or permit the Collocation Space to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by the Agreement, if such purpose, act, or thing (i) is in violation of any public law, ordinance, or governmental regulation; (ii) may be dangerous to persons or property; (iii) violates the terms of this Agreement.
- 1.3 Physical collocation shall be provided on a first-come, first-served basis.
- 1.4 Physical collocation also includes Windstream providing resources necessary for the operation and economical use of collocated equipment.
- 1.5 CLC will disclose appropriate information about the equipment to be installed to allow Windstream to engineer the power, floor loading, heat release, environmental particulate level, and HVAC for the collocated space.
- 1.6 When Windstream personnel are used, the labor rates included in Exhibit A shall apply.
- 1.7 If CLC chooses to physically collocate in premises which was initially prepared for virtual collocation, CLC may
 - 1.7.1 retain its virtual collocation in that premise and expand that virtual collocation according to the rates, terms, and conditions contained in Attachment 8: Virtual Collocation; or
 - 1.7.2 unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation to physical at such premises, in which case CLC shall coordinate the construction and rearrangement with Windstream of its equipment and circuits for which CLC shall pay Windstream at applicable rates, and pursuant to the other terms and conditions in this Attachment. In addition, all applicable physical collocation recurring and nonrecurring rates as listed in Exhibit A: Collocation Pricing shall apply.
- 1.8 CLC is responsible for the installation, maintenance and repair of its equipment located within the collocated space rented from Windstream.
- 1.9 CLC's collocated space will be separated from other CLEC's collocated space and Windstream space through cages constructed by Windstream or Windstream's contractors.
- 1.10 Once construction is complete for physical collocation and CLC has accepted its physical collocation space, CLC may order Cross-Connects.
- 1.11 Prior to the installation of any equipment in the collocation space, CLC will provide a list of equipment to be collocated and Windstream will review said list and equipment to determine if it meets safety requirements as well as FCC guidelines for allowable collocation equipment. If, during the review, Windstream reasonably determines that the equipment or the installation does

not meet safety requirements or FCC guidelines, it will provide a notice of noncompliance to CLC along with an identification of the problem and recommendations for its solution. CLC will be responsible for the costs associated with any modifications necessary to bring the request into compliance. If CLC installs equipment that has not been previously identified reviewed and determined compliant and such equipment is later found to be non-compliant, Windstream will notify CLC of such non-compliant equipment. If CLC is notified that certain equipment is non-compliant because of safety reasons, and CLC fails to commence the correction of any noncompliance within thirty (30) days of receipt of written notice of non-compliance, Windstream may have the equipment removed or the condition reasonably corrected at CLC's expense. If CLC is notified that certain equipment is non-compliant for reasons other than safety, CLC may either 1) invoke the dispute resolution procedures of this Agreement or 2) commence the correction of any noncompliance within thirty (30) days of receipt of written notice of non-compliance. If CLC fails to do either, Windstream may have the equipment removed or the condition reasonably corrected at CLC's expense.

- 1.12 During installation if Windstream determines CLC activities or equipment are unsafe, non-standard, or in violation of any applicable laws or regulations, Windstream has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of Windstream's employees, interfere with the performance of Windstream's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, Windstream may perform such work and/or take reasonable action as is necessary to correct the condition at CLC's sole expense.
- 1.13 Windstream may refuse CLC's requests for additional space if CLC is in material breach of this Attachment, including having any undisputed past due charges hereunder.
- 1.14 Any collocation element requested by CLC that is not contained in this Attachment or Exhibit A: Collocation Pricing will be handled on a individual case basis ("ICB").
- 1.15 Types of Collocation
 - 1.15.1 Caged: a form of collocation which allows CLC to lease caged floor space to house their equipment within Windstream Wire Centers or access tandems pursuant to this attachment. The minimum floor space requirement for caged collocation is 100 sq. feet.
 - 1.15.2 Cageless: a form of collocation which allows CLC to place their equipment in single bay increments within Windstream Wire Centers or access tandems pursuant to this attachment. This space will be in separate lineups where available, and will not share the same Bay space with Windstream equipment. Equipment will be installed by vendors approved and certified by Windstream. The minimum floor space requirement for cageless collocation is 1 standard rack/bay (approx. 6 sq. feet.).

2.0 Collocation Intervals

- 2.1 All requests for Collocation are evaluated on an individual Wire Center basis. Standard requests are for one (1) Wire Center. Non-standard requests will be addressed on an individual case basis.
- 2.2 Acknowledgment of Floor Space Availability

Within fifteen (15) business days of the receipt by Windstream from CLC of a Bona Fide Request for Collocation and the associated Application Fee, Windstream will notify CLC whether the sufficient floor space is available in the requested Wire Center to accommodate CLC's request and provide floor plans necessary for use by a Windstream approved contractor.
- 2.3 Buildout Quote Preparation.

Within thirty-five (35) business days of the receipt by Windstream from CLC of a Bona Fide Request for Collocation and the associated Application Fee, Windstream will provide CLC with a written quotation containing all nonrecurring charges for the requested Collocation Space arrangement.

2.4 Quote Acceptance

Within thirty (30) business days of the receipt by CLC of the Windstream quotation, CLC will notify Windstream in writing of its acceptance or rejection of the Windstream proposed quotation. Within thirty (30) days of notifying Windstream in writing of its acceptance, CLC shall make payment to Windstream of fifty percent (50%) of the non-recurring charges provided on the quotation.

2.5 Completion of Cage Construction

Within seventy (70) business days of the payment described in section 2.4 above, the construction of the necessary cage enclosure shall be completed. At this time, the leased floor space will be available to CLC for installation of its collocated equipment.

2.6 Delays in Windstream's receipt of equipment or material required for physical collocation that are beyond Windstream's reasonable control shall not leave Windstream liable for any claims of delay.

2.7 Windstream shall notify CLC that the Collocation Space is ready for occupancy. CLC's operational telecommunications equipment must be placed and connected with Windstream's network within ninety(90) calendar days of such notice. If CLC fails to place operational telecommunications equipment in the Collocation Space within ninety (90) calendar days and such failure continues for a period of twenty (20) business days after receipt of written notice from Windstream, then and in that event CLC's right to occupy the Collocation Space terminates and Windstream shall have no further obligations to CLC with respect to said Collocation Space. Termination of CLC's rights to the Collocation Space pursuant to this Section shall not operate to release CLC from its obligations to reimburse Windstream for all cost reasonably incurred by Windstream in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, CLC's telecommunications equipment will be deemed operational when cross-connected to Windstream's network for the purpose of service provision.

3.0 Termination of Collocation Arrangement

3.1 CLC may terminate occupancy in the Collocation Space upon thirty (30) calendar days' prior written notice to Windstream.

3.2 At the termination of a Collocation Space license by lapse of time or otherwise:

3.2.1 CLC shall surrender all keys, access cards and Windstream provided photo identification cards to the Collocation Space and the building to Windstream, and shall make known to Windstream the combination of all combination locks remaining on the Collocation Space.

3.2.2 CLC, at its sole expense, shall remove all its equipment from the Collocation Space within thirty (30) days to complete such removal; provide, however that CLC shall continue payment of monthly fees to Windstream until such date as CLC has fully vacated the Collocation Space.

- 3.2.2.1 If CLC fails to vacate the Collocation Space within thirty (30) days from the termination date and CLC does not continue to pay the monthly fee, Windstream reserves the right to remove CLC's equipment and other property of CLC, with no liability for damage or injury to CLC's property unless caused by the negligence or intentional misconduct of Windstream. All expenses shall be borne by CLC.
- 3.2.3 CLC shall return to Windstream the Collocation Space and all equipment and fixtures of Windstream in as good a condition and state of repair as when CLC originally took possession, normal wear and tear or damage by fire or other casualty excepted. CLC shall be responsible to Windstream for the cost of any repairs that shall be made necessary by the acts or omissions of CLC or of its agents, employees, contractors, or business invitees. Windstream reserves the right to oversee CLC's withdrawal from the Collocation Space, and CLC agrees to comply with all directives of Windstream regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, Windstream's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that CLC shall not be responsible for putting the Collocation Space in other than its original condition if to do so would put CLC to additional expense above and beyond that which would be necessary to return the Collocation Space in its original condition.
- 3.2.4 Prior to any termination or within thirty (30) days thereafter, CLC shall promptly remove any installations, additions, hardware, non-trade fixtures and improvements, placed in or upon the Collocation Space by CLC. If CLC fails to vacate the Collocation Space within thirty (30) days from the termination date and CLC does not continue to pay the monthly fee, CLC shall, upon demand, pay to Windstream the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed by Windstream.
- 3.2.5 All fixtures, installations, and personal property belonging to CLC not removed from the Collocation Space upon termination of a Collocation Space license and not required by Windstream to have been removed as provided in this Attachment in a written notice, shall be conclusively presumed to have been abandoned by CLC and title thereto shall pass to Windstream under this Attachment as if by bill of sale.
- 3.2.6 If the Collocation Space is not surrendered at the termination of the Collocation Space license, CLC shall indemnify Windstream against loss or liability resulting from delay by CLC in so surrendering the Collocation Space, including, without limitation, any claims made by any succeeding tenant founded on such delay.
- 3.3 Should CLC default in its performance and said default continues for thirty (30) days after receipt of written notice, or if CLC is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, Windstream may, subject to and in compliance with all applicable federal, state, and local bankruptcy laws, rules and regulations, immediately or at any time thereafter, without further notice or demand, enter and repossess the Collocation Space, expel CLC, remove CLC property, forcibly if necessary, and thereupon this Attachment shall terminate, without prejudice to any other remedies Windstream might have. Windstream may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by CLC at any time thereafter.

4.0 Collocation Space

- 4.1 If Windstream determines it necessary for CLC's Collocation Space to be moved within the building in which the Collocation Space is located ("Building") or to another Windstream Wire Center, CLC is required to do so. CLC shall be responsible for the preparation and all costs associated with the new Collocation Space at the new location, if such relocation arises from

circumstances beyond the reasonable control of Windstream, including condemnation or government order or regulation that makes the continued occupancy of the Collocation Space or Building uneconomical in Windstream's reasonable judgment. Otherwise Windstream shall be responsible for any such preparation and costs.

- 4.2 If CLC requests the Collocation Space to be moved within the Building or to another Windstream Wire Center, Windstream shall permit CLC to relocate the Collocation Space, subject to the availability of space and associated requirements. CLC shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Collocation Space and the new Wire Center as applicable.
- 4.3 Should either event as described in § 4.1 and § 4.2 occur, the new Collocation Space shall be deemed the "Collocation Space" hereunder and the new Wire Center the "Building."
- 4.4 Windstream agrees to prepare the Collocation Space in accordance with working drawings and specifications, with the responsibility for the cost and expense being as set forth above. The preparation shall be arranged by Windstream in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After CLC has made the initial payments required and the state regulatory approval is obtained for this attachment, Windstream agrees to pursue diligently the preparation of the Collocation Space for use by CLC.

5.0 Entrance Facilities and Demarcation Point

- 5.1 CLC will place its own entrance facilities for connection to the collocated equipment. Windstream will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. CLC will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the spliced location. No splicing will be permitted in the entrance manhole. CLC will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the spliced location to CLC's equipment in the Collocation Space. CLC must contact Windstream for instructions prior to placing the entrance facility cable in the manhole. CLC is responsible for maintenance of the entrance facilities.
- 5.2 Windstream shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between CLC's network and Windstream's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. The demarcation point between Windstream and CLC will be at the POT Bay.

6.0 Use of Collocation Space

- 6.1 Subject to § 6.13 below, CLC shall use the Collocation Space solely for the purposes explicitly allowed under the FCC's collocation rules found in Title 47 Part 51. . Consistent with the nature of the Building and the environment of the Collocation Space, CLC shall not use the Collocation Space for office, retail, or sales purposes. CLC shall place no signs or markings of any kind (except for a plaque or other identification affixed to CLC's equipment and reasonably necessary to identify CLC's equipment and which shall include a list of emergency contacts with telephone numbers) in the Building or on the grounds surrounding the Building.
- 6.2 CLC is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by CLC in the Collocation Space.
- 6.3 From time to time Windstream may require access to the Collocation Space. Windstream retains the right to access such space for the purpose of making equipment and building modifications

(e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). Windstream will give reasonable written notice to CLC when access to the Collocation Space is required. CLC may elect to be present whenever Windstream performs work in the Collocation Space. The Parties agree that CLC will not bear any of the expense associated with this work.

6.4 CLC Access to CLC's Collocation Space

CLC shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require CLC to traverse restricted areas. All employees, agents and contractors of CLC having access to the Collocation Space shall comply with Windstream's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by Windstream which contains a current photo, the individual's name and company name/logo. CLC agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Attachment, CLC shall surrender the Collocation Space to Windstream in the same condition as when first occupied by CLC except for ordinary wear and tear or damage by fire or other casualty excepted.

6.5 CLC must submit an application listing all of CLC's telecommunications equipment and facilities that will be placed within the Collocation Space with the associated power requirements, floor loading and heat release of each piece. CLC warrants and represents that the application is complete and accurate and acknowledges that any incompleteness or inaccuracy, which remains uncorrected after thirty (30) days' notification by Windstream, would be a material breach of this Attachment. CLC shall not place or leave any telecommunications equipment or facilities within the Collocation Space beyond those listed on the application without the express written consent of Windstream.

6.6 In the event that subsequent to the execution of this Attachment CLC desires to place in the Collocation Space any equipment or facilities not set forth on the application, CLC shall furnish to Windstream a written list and description of the equipment or facilities. Windstream may provide such written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. Upon the execution by both Parties of a final list and description, including any applicable charges, this Attachment shall be deemed to have been amended to include the terms and conditions of the final list and description.

6.7 The foregoing imposes no obligation upon Windstream to purchase additional plant or equipment, relinquish used or forecasted space or facilities, to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.

6.8 CLC shall indicate its intent to proceed with equipment installation in a Windstream Central Office by submitting the Windstream's Collocation Application Form. This form may be obtained by sending a request to: WCI.Network.Interconnection@Windstream.com. A Collocation Application Form requires CLC to complete the Application/Inquiry process described in § 6.5 preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in § 14.0, following. The Collocation Application Form must be received by Windstream no later than thirty (30) days after Windstream's response to CLC's Application/Inquiry. Space preparation for the Collocation Space will not begin until Windstream receives the Collocation Application Form and all applicable fees.

6.9 CLC shall bear all costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. For this Section, support

mechanisms provided by Windstream may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. Windstream will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will promptly advise CLC of delays.

- 6.10 Pursuant to the terms contained in this Attachment, Windstream shall construct an equipment arrangement enclosure in increments of one hundred (100) square feet, with a minimum of one hundred (100) square feet unless cageless collocation has been requested.
- 6.11 CLC equipment or operating practices representing a significant technical threat to Windstream's network or facilities, including the building, that is supported by demonstrable evidence from Windstream, is strictly prohibited.
- 6.12 Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Collocation Space shall not interfere with or impair service over any facilities of Windstream or the facilities of any other person or entity located in the building; create hazards for or cause damage to those facilities, the Collocation Space, or the building; impair the privacy of any communications carried in, from, or through the building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Attachment.
- 6.13 Windstream will permit interconnection between two collocated local service providers at the rates specified in § 14.9 Direct Connection. Windstream will provide nothing more than the labor and physical structure(s) necessary for the local service providers to pull facilities provided by one local service provider from its collocation node to the collocation node of another local service provider. If the local service providers are not located on the same floor, Windstream will perform the cable pull on a time and materials basis, in addition to the charges specified in § 14.0 of this Attachment. At no time, in connection with such interconnection with other local service providers, will the local service providers be allowed access to any portion of the central office other than the collocation area. Windstream will not make the physical connection within the local service provider's collocation node. Windstream will not accept any liability for the cable or the connections and Windstream will not maintain any records concerning these connections.
- 6.14 Subject to this Attachment, CLC may place or install in or on the Collocation Space such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by CLC in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personality and may be removed by CLC at any time. CLC shall promptly repair any damage caused to the Collocation Space by the removal of such property at its expense.
- 6.15 In no case shall CLC or any person purporting to be acting through or on behalf of CLC make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the building without the advance written permission and direction of Windstream. Windstream shall consider a modification, improvement, addition, repair, or other alteration requested by CLC, provided that Windstream shall have the right to reject or modify any such request. CLC shall pay the cost of any such construction in accordance with Windstream's then-standard custom work order process.

7.0 Standards

- 7.1 The Parties warrant that the services provided hereunder this Attachment is made available subject to and in accordance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements and the National Electric Code Standards. However, if such reference material is

substantially altered in a more recent version to significantly change the obligations of CLC as of the Effective Date of this Attachment and the Parties are not in Agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Attachment, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force. This condition shall not apply to any statutory and/or regulatory requirements in effect at the execution of this Attachment or that subsequently become effective and then when effective shall also apply to this Attachment regardless of CLC concurrence. CLC shall strictly observe and abide by each.

- 7.2 CLC warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements for each item set forth on the application form. CLC also warrants and represents that any equipment or facilities that may be placed in the Collocation Space pursuant to § 6.6 shall be so compliant.

- 7.2.1 DISCLOSURE OF ANY NON-COMPLIANT ITEM ON THE APPLICATION FORM, PURSUANT TO § 6.6, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

8.0 Responsibilities of CLC

- 8.1 CLC is responsible for providing to Windstream personnel a contact number for CLC technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week. CLC Maintenance: 877-777-2263
- 8.2 CLC is responsible for providing trouble report status when requested by Windstream.
- 8.3 Regeneration of either DS1 or DS3 signal levels must be provided by CLC, or Windstream under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment. CLC must provide any regeneration caused by cross-office extension.
- 8.4 A vendor who has been approved as a Windstream certified vendor to perform all engineering and installation work must install all equipment. Windstream shall provide CLC with a list of certified vendors upon request. The certified vendor shall be responsible for installing CLC's equipment and components, extending power cabling to the Windstream power distribution frame, performing operational tests after installation is complete and notifying Windstream's engineers and CLC upon successful completion of installation. The certified vendor shall bill CLC directly for all work performed for CLC pursuant to this Attachment and Windstream shall have no liability for nor responsibility to pay such charges imposed by the certified vendor. Equipment ownership, maintenance and insurance are the full responsibility of CLC. CLC will be responsible for servicing, supplying, installing, repairing, and maintaining the following facilities within the Collocation Space:
- 8.4.1 Entrance Facilities;
- 8.4.2 CLC Equipment;
- 8.4.3 Required Point of Termination Cross Connects;
- 8.4.4 Point of Termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required;
- 8.4.5 The connection cable(s) and associated equipment which may be required within the Collocation Space to the point(s) of termination.

Windstream NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

- 8.5 CLC is responsible for immediate verbal notification to Windstream of significant outages or operations problems which could impact or degrade Windstream's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.
- 8.6 CLC is responsible for coordinating with Windstream to ensure that services are installed in accordance with the service request.
- 8.7 CLC is responsible for testing, to identify and clear a trouble when the trouble has been isolated to a CLC provided facility or piece of equipment. If Windstream testing is also required, it will be provided at charges specified in Windstream's F.C.C. Tariff No. 1.

9.0 Assignment

- 9.1 CLC shall not assign, sublet, or otherwise transfer this Attachment, neither in whole nor in part, or permit the use of any part of the Collocation Space by any other person or entity, without the prior written consent of Windstream which Windstream will not unreasonably withhold. Any purported assignment or transfer made without such prior written consent shall be deemed a material breach of this Attachment and voidable at the option of Windstream. CLC shall not permit any third party to jointly occupy the Collocation Space. CLC acknowledges that this Attachment does not convey any right, title or interest in the Central Office to CLC.

10.0 Casualty Loss

- 10.1 If fire or other casualty damages the Collocation Space, and the Collocation Space is not rendered unuseable in whole or in part, Windstream shall repair the same at its expense (as hereafter limited) and the rent shall not be abated. If the Collocation Space is rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) calendar days, Windstream has the option to repair the Collocation Space at its expense (as hereafter limited) and rent shall be proportionately abated while CLC was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) days, or Windstream opts not to rebuild, then this Attachment shall (upon notice to CLC within thirty (30) calendar days following such occurrence) terminate as of the date of such damage.
- 10.2 Any obligation on the part of Windstream to repair the Collocation Space shall be limited to repairing, restoring and rebuilding the Collocation Space as originally prepared for CLC and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by CLC or by Windstream to the Collocation Space at the request of CLC; or any fixture or other equipment installed in the Collocation Space by CLC or by Windstream on request of CLC.
- 10.3 In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in Windstream's opinion, be necessary, then, notwithstanding that the Collocation Space may be unaffected thereby, Windstream, at its option, may terminate this collocation arrangement by giving CLC ten (10) calendar days prior written notice within thirty (30) calendar days following the date of such occurrence, if at all possible.

11.0 Limitation of Liability

- 11.1 In addition to the General Terms and Conditions, § 7.0 Liability and Indemnification, § 11.0 Limitation of Liability shall also apply.
- 11.2 CLC acknowledges and understands that Windstream may provide space in or access to the building to other persons or entities ("Others"), which may include competitors of CLC; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocation Space and/or with access to the outside of the Collocation Space; and that the collocation node around the Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging CLC equipment and facilities. . In addition to any other applicable limitation, Windstream shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other, except for the extent of the negligence or willful misconduct of Windstream. CLC shall save and hold Windstream harmless from any and all costs, expenses, and claims associated with any such acts or omission by any contractor, sub-contractor, employee or agent of CLC performing services under this Agreement.

12.0 Services, Utilities, Maintenance and Facilities

- 12.1 Windstream, at its sole cost and expense, shall maintain the customary building services; utilities (excluding telephone facilities), including janitor and elevator services, twenty-four (24) hours a day. CLC shall be permitted to have a single-line business telephone service for the Collocation Space subject to applicable Windstream tariffs.
- 12.2 Windstream will provide negative DC and AC power, back-up power, heat, air conditioning, ventilation and other environmental support necessary for CLC equipment, in the same manner that it provides such support items for its own equipment within that Wire Center. Additionally, Windstream shall provide smoke/fire detection and any other building code requirements.
- 12.3 Windstream shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by CLC to access the Collocation Space.
- 12.4 Windstream agrees to make, at its expense, all changes and additions to the Collocation Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Collocation Space.
- 12.5 Windstream will not provide CLC with guaranteed parking. CLC is required to park in public parking.
- 12.6 Windstream shall provide access to eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for CLC personnel and its designated agents. Immediate access will be given to eyewash stations in an emergency situation. In situations which require a security escort, CLC shall be assessed the appropriate security escort fees.

13.0 Compliance with Laws

- 13.1 CLC and all persons acting through or on behalf of CLC shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.

14.0 Rates and Charges

14.1 CLC shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto. Any collocation element requested by CLC, or that is needed for the operation of CLC's collocation space, not contained in this Attachment or Exhibit A: Collocation Pricing will be handled on an individual case basis ("ICB").

14.2 Application Fee

CLC shall submit to Windstream an Application fee to cover the work involved in developing a quotation for CLC for the total costs involved in its collocation request for one (1) Wire Center. CLC must pay the Application Fee to Windstream prior to Windstream beginning any collocation work for CLC. The Application Fee is non-refundable.

14.3 Subsequent Application Fee

Windstream requires the submission of an Application Fee for modifications to an existing arrangement.

14.4 Buildout Space Preparation Fee

The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. This charge may vary depending on the location and the type of arrangement requested.

14.5 Cable Installation Fee

The Cable Installation Charge applies for each cable ordered within a location. Cable installation involves activities associated with pulling the fiber cable from the interconnection point to the terminating equipment or the vault, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. The Cable Installation Charge will not apply on subsequent orders within the same location for CLC if CLC and Windstream jointly determine that efficient cable facilities exist to accommodate the subsequent Physical Collocation arrangement(s).

14.6 Cable Support Structure

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

14.7 Floor Space

The floor space charge includes charges for lighting, heat, air conditioning, ventilation, amperage and other allocated expenses associated with maintenance of the Central Office. When walls or other divider encloses the Collocation Space, CLC shall pay floor space charges based upon the number of square feet so enclosed. Floor space charges are due beginning with the date on which Windstream releases the Collocation Space for occupancy or on the date CLC first occupies the Collocation Space, whichever is sooner.

14.8 Power

This provides 48 volt DC A and B power and ground feeds from the local power panel to CLC's collocated space. Power feeds are provided in twenty (20) ampere increments. Power usage may

be ordered in single amp increments with twenty (20) amps being the minimum that can be ordered. A separate ground cable for the CLC collocated space will also be provided.

14.9 Security Escort

A security escort will be required whenever CLC or its approved agent desires access to the entrance manhole or must traverse a restricted area within Windstream's central office. Rates for a Windstream security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A: Collocation Pricing. A request resulting in the dispatch of a Windstream employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three (3) hours.

15.0 Insurance

15.1 CLC shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this Section underwritten by insurance companies licensed to do business in the state where physical collocation is offered, and CLC's insurance company's rating need not be higher than what Windstream requires of its own underwriters. So long as CLC has assets that equal or exceed ten billion dollars (\$10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance. As appropriate, Windstream shall be named as an additional insured and/or as a loss payee on all applicable policies.

15.2 Types of Coverage and Limits

15.2.1 Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence, naming Windstream as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of not less than one million dollars (\$1,000,000.00). Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements.

15.2.2 Umbrella/excess liability coverage in an amount not less than five million dollars (\$5,000,000.00) excess of coverage specified in § 15.2.1 proceeding.

15.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in an amount not less than one million dollars (\$1,000,000.00) each employee by accident and disease.

15.2.3 CLC may elect to purchase business interruption and contingent business interruption insurance, having been advised that Windstream assumes no liability for loss of profit or revenues should an interruption of service occur.

15.2.4 All risk property coverage on a full replacement cost basis insuring all of CLC's personal property situated on or within Windstream location(s). CLC may also elect to purchase business interruption or contingent business interruption insurance, knowing that Windstream has no liability for loss of profit or revenues should an interruption of service occur.

15.2.5 CLC may purchase and secure such other and further insurance coverage as it may deem prudent and the Parties shall cooperate with each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.

- 15.3 The limits set forth in Section 15.2 above may be increased by Windstream from time to time during the term of the Attachment upon thirty (30) days notice to CLC to at least such minimum limits as shall then be customary with respect to comparable occupancy of Windstream structures.
- 15.4 All policies purchased by CLC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Windstream.
- 15.5 All insurance must be in effect on or before the date equipment is delivered to Windstream's Central Office and shall remain in effect for the term of this Attachment or until all CLC property has been removed from Windstream's Central Office, whichever period is longer. If CLC fails to maintain required coverage, Windstream may pay the premiums thereon and seek reimbursement of it from CLC.
- 15.6 CLC releases Windstream from and waives any and all right of recovery, claim, action or cause of action against Windstream, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to CLC or located on or in the space at the instance of CLC by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of Windstream, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on CLC fixtures and other personal property shall contain a waiver of subrogation against Windstream, and any rights of CLC against Windstream for damage to CLC fixtures or personal property are hereby waived. CLC may also elect to purchase business interruption and contingent business interruption insurance, knowing that Windstream has no liability for loss of profit or revenues should an interruption of service occur.
- 15.7 CLC shall submit certificates of insurance reflecting the coverage specified above prior to the commencement of the work called for in this Attachment. CLC shall provide to Windstream at least thirty (30) calendar days advance written notice of cancellation, of any insurance policies held per this attachment. Upon request by Windstream, CLC will provide a current proof of insurance certificate. Requests will not be made more than once per year..
- 15.8 CLC and Windstream will cooperate to conform to any reasonable recommendation(s) made by Windstream's insurance company.
- 15.9 Failure to comply with the provisions of this Section will be deemed a material violation of this Attachment.

16.0 Windstream's Right of Way

- 16.1 Windstream, its agents, employees, and other Windstream-authorized persons shall have the right to enter the Collocation Space at any reasonable time to examine its condition, make repairs required to be made by Windstream hereunder, and for any other purpose deemed reasonable by Windstream with a thirty (30) calendarday written notice. In the event of an emergency, no written notice will be required prior, however, Windstream will provide written notice within at least three (30) business days after its entry. Windstream may access the Collocation Space for purpose of averting any threat of harm imposed by CLC or its equipment or facilities upon the operation of Windstream equipment, facilities and/or personnel located outside of the Collocation Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

17.0 Other Windstream Responsibilities

- 17.1 Windstream is responsible for verbally notifying CLC as soon as reasonably possible of significant outages or operations problems which could impact or degrade CLC's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.

Exhibit A:
Physical Collocation Pricing

<u>Rate Element Description</u>		<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Application Fee	Per arrangement. Per C.O.		\$3,832.72
Subsequent Application Fee	Per arrangement. Per C.O.		\$2,303.92
Buildout Space Preparation Fee	ICB per Hour		\$46.80
Cable Installation Fee	Per cable		\$1,954.86
Cable Support Structure	Per 50 feet of cable	\$4.70	\$0.00
Floor Space Rental	Per square foot	\$2.42	\$0.00
Caged Floor Space Rental	Per square foot	\$3.67	\$0.00
48 Volt Power	Per ampere, Per month	\$9.22	\$17.33
48 Volt Power Cable	Per foot, Per month	\$0.15	\$0.00
Security Escort	Per half hour		
- Basic			\$22.99
- Overtime			\$34.49
- Premium			\$45.98
Cross Connect			
DSO, 2-Wire		\$0.54	\$91.74
DSO, 4-Wire		\$1.07	\$91.74
DS1		\$4.05	\$174.11
DS3		\$34.02	\$174.11
OC3		\$22.86	\$185.61
Direct Connection			
Fiber Arrangement	Per cable, Per linear foot	\$0.063	
- with Initial Application	Per arrangement		\$704.74
- subsequent to Application	Per arrangement		\$677.34
Copper or Coaxial Arrangement	Per cable, Per linear foot	\$0.030	
- with Initial Application	Per arrangement		\$704.74

- subsequent to Application Per arrangement

\$677.34

Virtual Collocation Pricing

<u>Rate Element Description</u>		<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Application Fee	NRC (per arrangement, per C.O.)		\$3,832.72
Cable Installation	NRC (per cable)		\$1,954.86
Cable Support Structure	RC (per 50 feet of cable)	\$4.70	\$0.00
DC Power Charge	RC (per Amp, 20 minimum)	\$9.22	\$17.33
Engineering/Installation Charge	NRC (per base module) NRC(per DSX/OCN Card)		ICB ICB
Entrance Cable			
OSP to FDF Termination	RC (per 2 fiber)	\$2.45	\$0.00
OSP FDF to Virtual Arrangement	RC (per 2 fiber)	\$4.12	\$0.00
Cross Connect			
DS1	RC (per cross-connect)	\$3.04	\$174.11
DS3	RC (per cross-connect)	\$30.91	\$174.11
OC3	RC (per cross-connect)	\$21.78	\$185.61
Security Escort			
- Basic	NRC - (ICB per 1/2 Hour)		\$22.99
- Overtime	NRC - (ICB per 1/2 Hour)		\$34.49
- Premium	NRC - (ICB per 1/2 Hour)		\$45.98
Training			
Per Trainee Living Expenses	NRC - (ICB per Day)		ICB
Labor rate, First 1/2 hour and each additional 1/2 or fraction thereof			
Basic Time	NRC - (ICB per 1/2 Hour)		\$22.99
Overtime	NRC - (ICB per 1/2 Hour)		\$34.48
Premium Time	NRC - (ICB per 1/2 Hour)		\$45.98
Air Fare/Travel Expense	NRC - (ICB per trip)		ICB

ATTACHMENT 8: VIRTUAL COLLOCATION

1.0 Service Description

- 1.1 This Attachment sets forth terms and conditions that provide CLC the capability to collocate Customer provided transmission, concentration and multiplexing equipment at a Windstream wire center or other designated Windstream premises for use as permitted under this contract or other authorized uses provided pursuant to applicable tariffs. CLC may terminate basic fiber optic transmission facilities at Windstream's premises for connection to their designated equipment or may lease facilities from Windstream. The terms and conditions of Attachment 8: Virtual Collocation, are in addition to those of the General Terms and Conditions, that are applicable to the direct interconnection arrangements, maintenance, repair, and support of the direct interconnection of CLC's network to Windstream's network at specific locations established in accordance with the terms of this Attachment (Windstream Virtual Collocation Service). To the extent that any provisions of this Attachment are inconsistent with the applicable express requirements, if any, of the FCC rules on collocation and other applicable law, the Parties agree to amend this Attachment so as to conform it to the applicable express requirements of the FCC rules and other applicable law.
- 1.2 Windstream Virtual Collocation Service is provided at central offices, tandems or remote nodes/switches designated by Windstream ("Locations"). CLC will install fiber optic cable up to a Windstream designated Interconnection Point(s) (IP) that will be located outside of the Location, such as a manhole, as indicated and defined in the Attachment Network Interconnection. CLC will provide Windstream sufficient length of fiber at the Interconnection Point to extend between the IP and the Location (Entrance Fiber). Windstream will purchase the Entrance Fiber under the provisions of 2.1 following, and will install the Entrance Fiber into the Location for connection to the Virtual Collocation transmission equipment that may be allowed under this Attachment. If multiple entry points are available, and CLC so desires, multiple entry points will be provided to CLC.
- 1.3 Windstream Virtual Collocation Service will be made available subject to the availability of space and facilities in each Location.
- 1.4 General provisions, rates and charges applicable to all Windstream Virtual Collocation Services are contained in this Attachment.

2.0 General Provisions

- 2.1 In order to ensure the compatibility of the transmission capabilities of the facilities and equipment used in the provision of Windstream Virtual Collocation Service, such equipment and facilities, including the Entrance Fiber, associated riser cable/fiber, terminal transmission equipment, plug-ins, software, unique tools and test equipment will be provided by CLC.
- 2.2 Title
 - 2.2.1 CLC agrees to sell to Windstream all the equipment and support structure components required to provision and maintain/repair Windstream Virtual Collocation on an ongoing basis, for the sum of one dollar (\$1.00).
 - 2.2.2 Upon the termination or expiration of this Agreement or any Virtual Collocation arrangement, Windstream agrees to sell to CLC for the sum of one dollar (\$1.00), all the

equipment and support structure components which were sold to Windstream pursuant to §2.2.1 above.

- 2.2.3 This Agreement does not convey to CLC any right, title, or interest in Windstream facility; interconnection space; cable space; cable racking; vault or conduit space used in the provisioning of a Windstream Virtual Collocation arrangement.
- 2.3 The Parties will designate the IP in proximity to the premises, which is normally an entrance manhole. Windstream reserves the right to prohibit all equipment and facilities, other than cable, within its entrance manholes. No splicing will be permitted in the entrance manhole. CLC must provide a length of underground fiber optic cable in the entrance manhole specified by Windstream which is of sufficient length to be pulled through the conduit and into the cable vault splice locations. CLC is responsible for placement of the fiber optic facility within the manhole and for the maintenance of the fiber optic cable(s) on CLC's side of the IP. Before placing the fiber optic facility in the manhole, CLC will contact Windstream for instructions. CLC agrees to comply with the Windstream's safety and security rules. Access to the manhole is covered by the terms and conditions as may be specified by Windstream.
- 2.4 Windstream will pull the Entrance Fiber from the IP to the cable vault where the cable will be spliced to fire retardant riser cable, which Windstream will install.
- 2.5 CLC must provide the fiber transmission equipment that Windstream will purchase and use pursuant to paragraph 2.1 preceding to provision the Windstream Virtual Collocation Service. CLC provided equipment must comply with the Bellcore Network Equipment Building System (NEBS) General Equipment Requirements and National Electrical Code standards. Additionally, this equipment must comply with any local, state or federal statutory and/or regulatory requirements in effect at the time or subsequent to equipment installation.
- 2.6 CLC is responsible for providing the fiber transmission equipment, e.g., fiber optic terminals, DS3/DS1 channelization equipment, fiber terminating device. CLC must also specify all software options for the transmission equipment and associated plug-ins. In addition, CLC shall provide the following:
- 2.6.1 All necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins.
- 2.6.2 All unique tools and test equipment.
- 2.6.3 Initial and subsequently added equipment should be sized and equipped to handle a minimum of 12 months forecasted growth.
- 2.6.4 Rack mounted storage unit to house spare plug-ins, tools, and test equipment. Any desired equipment for remote monitoring and control.
- 2.6.5 Fuse panel(s) with sufficient capacity for all Windstream Virtual Collocation transmission equipment.
- 2.6.6 Network facility rack(s), i.e., relay racks, to mount all of the above referenced equipment and Company-provided interconnection panel(s).
- 2.7 Any equipment provided under §2.5 preceding shall be provided to Windstream in accordance with §2.1 preceding.
- 2.8 Performance monitoring alarm monitoring and software cross-connect control of all facilities and equipment used in provisioning an arrangement will be the responsibility of CLC. CLC will be

responsible for initiating maintenance/repair requests for said facilities and equipment, pursuant to §8.0 following.

- 2.9 If CLC desires Windstream to provide the transport for monitoring and control functions, such transport will be ordered and billed pursuant to the applicable Windstream service tariff provisions.
- 2.10 Windstream will have responsibility for installation and maintenance/repair of the facilities and equipment used to provide Virtual Collocation from the IP up to and including the fiber transmission equipment.
- 2.11 Windstream will work cooperatively with CLC to facilitate joint testing and maintenance/repair related activities.
- 2.12 CLC will be responsible for notifying Windstream of significant outages of any portion of its network, which could impact or degrade Windstream switches and services. CLC will also provide, if possible, an estimated time for restoral.
- 2.13 Troubles reported to or observed by CLC should be tested and isolated by CLC prior to reporting the trouble to Windstream.
- 2.14 Windstream or a Windstream-authorized vendor must perform all installation work performed on behalf of CLC. Authorization procedures may be obtained from Windstream upon request.
- 2.15 Windstream will provide, at rates set forth in §13.0 following, dc Power with generator and/or battery back-up, heat, air conditioning and other environmental support to CLC's designated equipment in the same standards and parameters required for Windstream equipment. CLC will provide Windstream with specifications for any non-standard or special requirements at the time of application. Windstream reserves the right to assess CLC any additional charges on an individual case basis associated with complying with the requirements or to refuse an application where extensive modifications are required.

3.0 Limitations on Provision of Service

- 3.1 The following provisions address Windstream Virtual Collocation Service interconnections to the Windstream network and service prohibitions for Windstream Virtual Collocation Service:
 - 3.1.1 CLC will not have access to the Windstream buildings, except as provided in §3.1.2 following.
 - 3.1.2 An Windstream security escort will accompany CLC from the interconnection point outside of the Windstream Virtual Collocation location. The security escort will be provided at CLC's expense in accordance with charges described in §13.0 following.
 - 3.1.3 An CLC will not interconnect at less than DS1/DS3 level high capacity services within the Premises
- 3.2 Windstream is not responsible for the design, engineering, or performance of CLCs designated termination equipment and CLC provided facilities for Virtual Collocation Service.
- 3.3 Windstream is not required to purchase additional plant or equipment, to relinquish floor space or facilities designated for internal use, to undertake construction of new wire centers or premises, or to construct additions to existing wire centers or premises to satisfy a Customer request.

4.0 Ordering Services

- 4.1 CLC shall complete and provide to Windstream a written application requesting a Windstream Virtual Collocation service arrangement and an application fee per request, per location. Details on the specific requirements of the requested Windstream Virtual Collocation arrangement, including interconnect drawings technical specifications, monitor and control design and other equipment related documentation, must be provided with the written application.
- 4.2 Windstream will process applications for Windstream Virtual Collocation arrangement on a first-come, first-serve basis by location as determined through the receipt of the application fee.
- 4.3 Windstream will accept letters of agency in conjunction with an application for Windstream Virtual Collocation.
- 4.4 Upon receipt of the application fee, Windstream will conduct the following design and planning activities:
 - 4.4.1 Engineering record search and review to determine availability of conduit, rack, floor space and multiple entry points.
 - 4.4.2 Determination of requirements of the requested Windstream Virtual Collocation design.
 - 4.4.3 Administrative activities required to process the application.
- 4.5 Once Windstream has completed the design and planning activities, CLC will be informed of the floor space and power requirements. Within thirty (30) days Windstream will provide to CLC a list of vendors certified to perform equipment installations.
- 4.6 CLC shall have thirty (30) days from receipt of the information to place a firm order.
- 4.7 Windstream's engineering and other labor time associated with establishing and maintaining Windstream Virtual Collocation Service will be billed under the provisions of §10.0 following.
- 4.8 CLC agrees to meet with Windstream on an as needed basis to review the design and work plans and schedules for the installation of the equipment and facilities. CLC is responsible for ordering electronics. Windstream is responsible to provide installation within a thirty (30) day interval once Windstream has taken receipt of the electronics.

5.0 Service Activation

- 5.1 Windstream will notify CLC in writing upon completion of the installation work and prior to activating the Windstream Virtual Collocation arrangement.
- 5.2 Windstream will provide CLC with the circuit identifications associated with the terminating transmission equipment as well as specific location of the equipment, e.g., Windstream Virtual Collocation location, bay location, shelf, etc., at the time of installation.
- 5.3 Windstream will utilize existing test equipment, or CLC unique test equipment, for acceptance and repair in cooperation with CLC.

6.0 Training

- 6.1 If CLC selects terminating transmission equipment hardware and/or software which is not currently in use in the Windstream location where Windstream Virtual Collocation will be provided, CLC will be responsible for payment of the charges as set forth in Appendix A following, for any necessary training for Windstream personnel needed to repair said equipment. Additionally, CLC will be responsible for payment of any applicable tuition fees associated with said training.
- 6.2 In the event that CLC does not provide the necessary training to enable Windstream personnel to repair said equipment, Windstream may call a certified vendor to make repairs of said equipment. CLC will reimburse Windstream for any charges submitted by the certified vendor for repair of said equipment. In addition, charges for security escort will apply as set forth in Appendix A following.

7.0 Inspections

- 7.1 CLC shall call to schedule a time to enter the Windstream Virtual Collocation location(s) for the purpose of inspecting the terminating transmission equipment dedicated for its use. A Windstream security escort will accompany CLC during said inspections at the expense of CLC. Security escort rates are as set forth in Exhibit A attached hereto.

8.0 Maintenance

- 8.1 Except in emergency situations, the fiber optic cable facilities and terminating transmission equipment will be maintained/repared only upon request of CLC. In an emergency, Windstream will use reasonable efforts to notify CLC, but nevertheless may perform such maintenance/repair as deemed necessary without prior notification or request. When initiating maintenance/repair requests on equipment, CLC must provide Windstream with the associated circuit identifications and specific location of the Windstream Virtual Collocation equipment, as well as a detailed description of the trouble. Charges for maintenance/repair performed upon request from, or on behalf of, CLC will be billed to CLC on a time and material basis. No charges will be assessed to CLC for maintenance if said maintenance is required as a result of negligence or willful misconduct on the part of Windstream or from incidental damage resulting from Windstream activities. CLC is responsible for providing equipment required for maintenance/repair spares under the terms of §2.0 of this Attachment.
- 8.2 All maintenance/repair on Windstream Virtual Collocation terminating transmission equipment will be performed by Windstream.

9.0 Insurance and Liability Requirements

- 9.1 Risk of loss with respect to the collocation equipment shall remain with CLC throughout the term of this Agreement, and CLC shall obtain and maintain insurance in such amounts and with respect to such coverage as to adequately compensate CLC in the event of loss or damage to the equipment. CLC shall assure that any such insurance policies provide for a waiver of subrogation by the insurer with respect to any such loss.

10.0 Rate Elements

- 10.1 CLC shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto. Any collocation element requested by CLC, or that is needed for the operation of CLC's collocation space, not contained in this Attachment or Exhibit A: Collocation Pricing will be handled on an individual case basis ("ICB").
- 10.2 An Application Fee in the amount specified in Appendix A following must be submitted with CLC's application for Windstream Virtual Collocation Service. The first-come, first-served policy of processing applications for Windstream Virtual Collocation arrangements will be determined based upon the order of receipt of applications for Windstream Virtual Collocation Service along with the Application Fee. The Application Fee will be used for design and planning activities which include an engineering record search for conduit, rack, and floor space availability and a determination of requirements for the requested Windstream Virtual Collocation design. An Application Fee is required with each Windstream Virtual Collocation arrangement application submitted per location. If more than one Windstream Virtual Collocation arrangement is ordered at the same location on the initial Windstream Virtual Collocation arrangement application, then only one Application Fee will apply. A subsequent application for an additional arrangement within the same location must be submitted with another Application Fee.
- 10.3 The Cable Installation Charge applies for each Windstream Virtual Collocation cable ordered within a location. Cable installation involves activities associated with pulling the Entrance Fiber from the IP to the Windstream Virtual Collocation Service fiber equipment, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. Payment of the Cable Installation Charge must be made prior to Windstream commencing work on the Windstream Virtual Collocation arrangement work order. The Cable Installation Charge will not apply on subsequent Windstream Virtual Collocation arrangement orders within the same location for CLC if the Parties jointly determine that efficient cable facilities exist to accommodate the subsequent Windstream Virtual Collocation Service.
- 10.4 The Cable Support Structure monthly recurring charge applies for the use of conduit from the IP to the cable vault or other central office entrance, and for entrance and riser cable rack space.
- 10.5 The DC power charge is a monthly recurring charge associated with the provision of DC power to CLC's designated equipment for virtual collocation. The DC power charge applies on a per amp increment, with twenty amps being the minimum.
- 10.6 The maintenance charge is a monthly recurring charge associated with maintenance of the Customer designated termination equipment. The charge is applicable per base module.
- 10.7 The engineering/installation charge is associated with work performed by Windstream to determine space requirements, engineer adequate amounts of power to the equipment, and ensure adequate fire protection and install Customer designated termination equipment for virtual collocation. An engineering/installation charge is applicable for the installation of the base unit and each DSX or OCN card.
- 10.8 A security escort is provided to CLC whenever CLC, or approved agent, desires access to the entrance manhole or to inspect the fiber transmission equipment. Charges for a security escort are assessed in half-hour increments as Basic, Overtime, or Premium Time charges. A request resulting in the dispatch of a Windstream employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three hours.
- 10.9 When the leased equipment (hardware and/or software) is identical to that already in use in the Windstream location no training charges are applicable. When CLC equipment (hardware and/or software) is not identical to that already in use in the Windstream location, charges as set forth in Appendix A are applicable.

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ATTACHMENT 10: INTENTIONALLY LEFT BLANK

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ATTACHMENT 12: COMPENSATION

1.0 Introduction

- 1.1 For purposes of compensation under this Agreement, the traffic exchanged between the Parties will be classified as one of six types: Local Traffic, ISP Bound Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, Transit Traffic or Toll VOIP Traffic. The Parties agree that, notwithstanding the classification of traffic by CLC with respect to its End Users, the classification of traffic provided in this Agreement shall control with respect to compensation between the Parties under the terms of this Agreement. The provisions of this Attachment shall not apply to services provisioned by Windstream to CLC as local Resale Services.
- 1.2 Calls originated by CLC and terminated to Windstream (or vice versa) will be classified as "Local Traffic" under this Agreement if: (i) the call originates and terminates in the same Windstream Exchange; or (ii) originates and terminates within different Windstream Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes as specified or defined by Windstream tariffs.
- 1.3 The Parties agree to reciprocally exchange ISP Bound Traffic between their networks. Each Party shall bill its end-users for such ISP Bound Traffic and will be entitled to retain all revenues from such ISP Bound Traffic without payment or further compensation to the other Party.
- 1.4 Traffic, other than Local Traffic, ISP Bound Traffic and Toll VoIP Traffic, shall be terminated to a Party subject to that Party's tariffed or filed and/or approved Price list for access charges.
- 1.5 The Parties agree that all traffic, other than Local Traffic, ISP Bound Traffic and Toll VoIP Traffic, that is terminated on the public switched network, regardless of the technology used to originate or transport such traffic, will be assessed either interstate or intrastate (depending on the end points of the call) terminating charges at the rates provided in the terminating Party's access tariff or filed and/or approved Price lists. Compensation for Toll VoIP Traffic to a terminating party will be according to the terms of the terminating party's interstate switched access tariff.
- 1.6 By entering into this Agreement, both Parties expressly reserve the right to advocate their respective positions before state and/or federal regulatory bodies, whether in complaint dockets, arbitration under Section 252 of the Act, rulemaking dockets, or in any legal challenges stemming from such proceedings with regard to the treatment of Voice Over Internet Protocol (VoIP) traffic for intercarrier compensation purposes.

2.0 Responsibilities of the Parties

- 2.1 Each Party will be responsible for the accuracy and quality of the data it submits to the other Party.
- 2.2 Each Party will provide the other Party the originating Calling Party Number (CPN) with respect to each call terminated on the other Party's network to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN.
- 2.3 Neither Party shall strip, modify or alter any of the data signaling or billing information provided to the other Party. In the event a Party strips, modifies or alters any of the data signaled or strips,

modifies or alters any of the billing information provided to the other Party, such event will be a material breach of this Agreement.

- 2.4 Each Party shall identify and make available to the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of this Attachment.
- 2.5 All calls exchanged without CPN will be billed as IntraLATA Traffic, if the failure to transmit CPN is not caused by technical malfunctions. In the event that technical malfunctions result in lack of transmission of CPN, the Parties will cooperate in attempting to resolve such technical malfunctions and the Parties will develop and utilize mutually agreeable surrogate methods for determining compensation that shall be utilized until the technical malfunctions are resolved.

3.0 Reciprocal Compensation for Termination of Local Traffic

- 3.1 Each Party will be compensated for the exchange of Local Traffic, as defined in §1.2 of this Attachment, in accordance with the provisions of §3.0 of this Attachment.
- 3.2 The Parties agree to reciprocally exchange Local Traffic between their networks. Each Party shall bill its end-users for such traffic and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.
- 3.3 Upon data submitted by one of the Parties, and agreed to by the other Party, supporting the level of Local Traffic exchanged between the Parties is out of balance using a ratio of 60%/40% for three (3) consecutive months (one Party originates 60% or more of the traffic exchanged), the Parties agree to the reciprocal compensation minute of use rates pursuant to Appendix B.
- 3.4 Any traffic utilizing the Public Switched Telephone Network, regardless of transport protocol method, where the originating and terminating points (end-to-end points), are in different local calling areas as defined by the terminating Party and delivered to the terminating Party using switched access services shall be considered Switched Access Traffic. The traffic described herein shall not be considered Local Traffic. Irrespective of origination or transport protocol method used, a call that originates in one local calling area and terminates in another local calling area (i.e. the end-to-end points of the call) shall not be compensated as Local Traffic. However, all Traffic that originates and terminates in the same local calling area shall be classified as Local Traffic.

4.0 Compensation for Transit Traffic

- 4.1 Transit traffic is Local Traffic exchanged between the Parties that originates or terminates on the network of another telecommunication service provider (the "Non-Party Provider"), where one of the Parties or the Non-Party Provider performs a local tandem function to complete the traffic between the others. Telecommunications Traffic to or from CLC under its wholesale business arrangement is not considered transit traffic under this Agreement. When the transit function is performed by one of the Party's the following shall be applicable:
 - 4.1.1 Prior to either Party providing transit traffic services to the other, the Party requesting transit service must provide notice to the other Party.
 - 4.1.2 Each Party represents that it will not send Local Traffic to the other Party that is destined for the network of a Non-Party Provider unless and until such Party has made reasonable efforts to obtain the authority to exchange traffic with the Non-Party Provider. In the event one Party originates traffic that transits the second Party's network to reach a third

party Telecommunications Carrier with whom the originating Party does not have traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier.

- 4.1.3 The Party originating traffic will compensate the other Party a Local Transit Traffic rate element of \$.003 per Minute Of Usage (MOU).
- 4.2 All traffic, other than Local Traffic, that transits a tandem will be classified and treated as Meet-Point Billing Traffic, unless otherwise agreed in writing between the Parties.

5.0 Compensation for Termination of IntraLATA Traffic, Interstate Traffic and Toll VOIP Traffic

- 5.1 Compensation for termination of IntraLATA Traffic will be at the terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge and the query charge, as set forth in the relevant Party's intrastate access service tariff or price list. Compensation for termination of Interstate Traffic will be at the terminating access rates for MTS and originating access rates for 800 Service including the CCL and query charge, as set forth in the relevant Party's interstate access service tariff. Compensation for termination of Toll VOIP Traffic will be at the terminating access rates as set forth in the relevant Party's interstate access service tariffs.
- 5.2 In the event that CLC does not have a Commission filed and/or approved price list posted on its web site or a filed interstate tariff for access service, CLC agrees to utilize rates for Toll VoIP Traffic and for Interstate Traffic that do not exceed Windstream's tariffed interstate access rates.

6.0 Compensation for Origination and Termination of Switched Access Service Traffic to or from an IXC (Meet-Point Billing (MPB) Arrangements)

- 6.1 Compensation for termination of Interstate or IntraLATA Traffic will be at access rates as set forth in the relevant Party's applicable access tariffs.
- 6.2 Intentionally Left Blank.
- 6.3 The Parties will each establish their respective MPB arrangements applicable to its provision of switched access services to Interexchange Carriers via its access tandem switch and such arrangements will be in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB arrangements will be determined during joint network planning.
- 6.4 Each Party will maintain provisions in its federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect the MPB arrangements, including MPB percentages, developed in accordance with this Agreement.
- 6.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the Parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol. The initial billing company (IBC) will provide the information to the subsequent billing company within fifteen (15) days of the IBC bill date.

- 6.6 If MPB data is not submitted to the other within fifteen (15) days of the IBC bill date or is not in the standard EMI format, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received, to and including the date the MPB charge information is actually received. When the receiving Party has requested a delay in transmission of the records, a MPB data delivery charge will not be assessed.
- 6.7 Intentionally Left Blank
- 6.8 Billing to Interexchange carriers for the switched access services jointly provided by the Parties via the MPB arrangement will be according to the multiple bill multiple tariff method. As described in the MECAB document, each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The Party that provides the end office switching will be entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. In those MPB situations where one Party sub-tends the other Party's access tandem, only the Party providing the access tandem is entitled to bill the access tandem fee and any associated local transport charges. The Party that provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as applicable.
- 6.9 MPB will also apply to all jointly provided traffic bearing the 900, 800 and 888 NPAs or any other non-geographical NPAs which may likewise be designated for such traffic where the responsible party is an IXC.
- 6.10 Each Party will provide the other a single point of contact to handle any MPB questions.

7.0 Identification and Compensation of Toll VoIP Traffic

- 7.1 Toll VoIP Traffic is defined as traffic exchanged over the public switched telephone network ("PSTN") facilities that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification and compensation of Toll VoIP Traffic that will be subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order") as it may hereinafter be amended or clarified. Specifically, this section establishes the method of distinguishing Toll VoIP Traffic from the CLC's total intrastate access traffic, so that Toll VoIP Traffic will be billed in accordance with the FCC Order.
- 7.2 Windstream will bill toll VoIP-PSTN traffic which it identifies in accordance with this Attachment at rates equal to Windstream's applicable tariffed interstate switched access rates.
- 7.3 Windstream will determine the number of Toll VoIP Traffic minutes of use ("TVMOU") to which it will apply its interstate rates under section 7.2, above, by applying an originating Percent VoIP Usage ("OPVU") factor to the total intrastate access MOU originated by a Telephone Company end user and delivered to CLC and by applying a terminating PVU ("TPVU") factor to the total intrastate access MOU terminated by CLC to Windstream's end users. The OPVU and TPVU will be derived and applied as follows:
- 7.3.1 Windstream will calculate and implement an OPVU factor representing a whole number percentage based on total traffic originated by Windstream end users in IP format and delivered to the customer in the State divided by Windstream's total originated intrastate access MOU delivered to the CLC in the State.

- 7.3.2 CLC will calculate and furnish to Windstream a TPVU factor, along with supporting documentation, representing the whole number percentage of the customer's total terminating intrastate access MOU that CLC exchanges with Windstream in the State that is sent to Windstream and originated in IP format.
- 7.3.3 The TPVU and supporting documentation shall be based on information that is verifiable by Windstream including but not limited to the number of CLC's retail VoIP subscriptions in the state (*e.g.*, as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. CLC shall not modify its reported PIU factor to account for Toll VoIP Traffic After Windstream verifies the TPVU provided by CLC, Windstream will apply the TPVU factor to the associated terminating intrastate access MOU as indicated in Sections 7.3.4.1 and/or 7.3.4.2 below.
- 7.3.4.1 In the event that Windstream can not verify CLC's TPVU, Windstream will request additional information to support the TPVU, during this time no changes will be made to the existing TPVU. CLC shall supply the requested additional information within 15 days of Windstream's request or no changes will be made to the existing TPVU. If after review of the additional information, CLC and Windstream establish a revised and mutually agreed upon TPVU factor, Windstream will begin using the new factor with the next bill period.
- 7.3.4.2 If the dispute is unresolved, CLC may request that verification audits be conducted by an independent auditor, at CLC's sole expense. During the audit, the most recent undisputed TPVU factor will be used by Windstream.
- 7.3.5 In calculating the initial OPVU and TPVU factor(s), Windstream will take the factor(s) provided by CLC and/or developed by Windstream into account retroactively to the effective date of this Agreement, *provided that* the factor(s) and supporting documentation are provided as specified in subsection (C) above to Windstream no later than 15 days after the effective date of this Agreement. If CLC does not furnish Windstream with a TPVU factor pursuant to the preceding subsection (C), the initial factor will be zero.
- 7.3.6 CLC may update the TPVU factor and request Windstream update the OPVU factor semi-annually using the method set forth in this Attachment. If CLC chooses to submit such updates and requests, it shall forward to Windstream, no later than 15 days after the first day of January and/or July of each year, a revised TPVU factor and supporting documentation based on data for the prior three months, ending the last day of December and/or June, respectively. Once verified by Windstream the revised TPVU factor along with the revised Windstream developed OPVU will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

8.0 Billing Arrangements for Compensation for Termination of IntraLATA, Local Traffic

- 8.1 With respect to those Exchanges where CLC intends to provide Local Exchange Service, CLC will, at a minimum, obtain a separate NXX code for each Exchange or group of Exchanges that share a common Mandatory Local Calling Scope. At such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes separate NXX codes as specified in this paragraph will not be required. At such time as CLC requests Windstream to establish interconnection to enable CLC to provide Exchange Services, the Parties will determine the number of NXXs necessary to identify the jurisdictional nature of traffic for intercompany compensation. At such time as CLC requests additional points of interconnection, the Parties will appropriately define the number of NXXs necessary for the new interconnection points.

- 8.2 Bills rendered by either Party to the other will be due and payable as specified in the General Terms and Conditions, Section 8.0.

9.0 Alternate Billed Traffic

- 9.1 All call types routed between the networks must be accounted for, and revenues settled among the Parties. Certain types of calls will require exchange of billing records between the Parties including IntraLATA alternate billed calls (e.g. calling card, bill-to-third party, and collect records and LEC/CTU provided Toll Free Service records). The Parties will utilize, where possible existing accounting and settlement systems to bill, exchange records and settle revenue.
- 9.1.1 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third, and collect) will be through the existing CMDS processes, unless otherwise agreed to by the Parties in writing.
- 9.1.2 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will make its own arrangements with respect to participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- 9.1.3 Non-ICS revenue is defined as revenues associated with collect calls, calling card calls, and billed to third number calls which originate, terminate and are billed within the same Bellcore Client Company Territory. The Parties will negotiate and execute an Agreement for settlement of non-ICS revenue if the Parties mutually agree that the amounts are sufficient to enter into settlement negotiations. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties will negotiate and execute an Agreement for settlement of non-ICS revenue if the Parties mutually agree that the amounts are sufficient to enter into settlement negotiations. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CATS process or CMDS system can be used if necessary to transport the call records for this traffic.
- 9.1.4 Each Party will provide the appropriate call records to the other for toll free IntraLATA Interexchange Traffic, thus permitting each Party to bill its subscribers for the inbound Toll Free Service. Each Party may charge its tariffed rate or a rate of \$.03 per record for such record provision. No adjustments to data contained in tapes, disks or Network Data Mover will be made by a Party without the mutual Agreement of the Parties.

ATTACHMENT 13: NUMBERING**1.0 Numbering**

- 1.1 Nothing in this Section will be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP numbers including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.
- 1.2 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.
- 1.3 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities.
- 1.4 It will be the responsibility of each Party to input required data into the Routing Data Base Systems (RDBS) and into the Bellcore Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG).
- 1.5 Neither Party is responsible for notifying the other Parties' End Users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

2.0 NXX Migration

- 2.1 Where a Party (first Party) has activated, dedicated or reserved an entire NXX for a single End User, if such End User chooses to receive service from the other Party (second Party), the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an end office operated by the second Party. Such transfer will require development of a transition process to minimize impact on the network and on the End User(s) service and will be subject to appropriate industry lead-times (currently 45 days) for movements of NXXs from one switch to another.

ATTACHMENT 14: NUMBER PORTABILITY

1.0 Service Provider Number Portability (SPNP)

- 1.1 The FCC First Report and Order in CC Docket 95-116 requires "...all LECs to implement a long term service provider portability solution that meets our performance criteria in the 100 large Metropolitan Statistical Areas (MSA) no later than October 1, 1997, and to complete deployment in those MSAs by December 31, 1998." While the FCC declined "...to choose a particular technology for providing number portability", they did establish performance criteria for permanent number portability and aligned expectations with the statutory definition of the Telecommunication Act of 1996 ordering Service Provider Number Portability (SPNP). In a follow-up First Memorandum Opinion and Order on Reconsideration, the commission determined that the technology that meets the performance criteria is Location Routing Number (LRN). LRN is being used by the telecommunications industry to provide SPNP.

2.0 Terms, Conditions Under Which Windstream Will Provide SPNP

- 2.1 Windstream will not offer SPNP services for NXX codes 555, 976, 950.
- 2.2 Prior to commencement of any service porting or LRN query service, the Parties must have an approved interconnection Agreement along with a conforming, functional direct network interconnection, pursuant to Attachment 4: Network Interconnection Architecture, between and among involved switches and exchanges.
- 2.3 Windstream will only provide SPNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SPNP applies only when a Customer with an active account wishes to change local Carriers while retaining the telephone number or numbers associated with the account.
- 2.4 An SPNP telephone number may be assigned by CLC only to CLC's Customers located within Windstream's rate center, which is associated with the NXX of the ported number.
- 2.5 Windstream will deploy SPNP at a location within six (6) months after receipt of a Bona Fide Request from CLC as provided in §6.0, and subject to approval of this Agreement by the Commission and completion of the network preparation specified herein.
- 2.6 A service order processing charge (Service Order Charge), listed in Appendix B, will be applied to each service order issued by CLC to Windstream to process a request for SPNP.
- 2.7 A service order processing charge (Service Order Charge), listed in Appendix B, will be applied to each service order issued by Windstream to CLC to process a request for SPNP.
- 2.8 If either Party requests a coordinated cutover the charges contained in Appendix B will be applied to the Party making the request.
- 2.9 If one Party requests a conversion of an End User and subsequently cancels such order, the ordering Party will notify the other Party of the cancellation by 2:00 P.M. Central Time on the day prior to the due date requested on the LSR. If the ordering Party notifies the other Party of a cancellation after 2:00 P.M. Central Time on the day prior to the due date requested on the LSR ("Late Notice"), the ordering Party will pay the applicable time and material charge contained in Exhibit B Price List. In the event of a Late Notice, neither Party guarantees that service disruption will not occur to the End User.

- 2.10 If the ordering Party cancels or makes a change to an LSR due date, the original LSR will be cancelled, the ordering Party will issue a new LSR and the ordering Party shall be charged an additional Service Order charge, listed in Appendix B, for each LSR submitted under this Attachment.

3.0 Obligations of CLC

- 3.1 Each Party must offer proof of its certification with applicable regional Number Portability Administration Center (NPAC) prior to requesting SPNP from the other Party.
- 3.2 Each Party must advise the NPAC of telephone numbers that it imports and the associated data identified in industry forums as is required for SPNP.
- 3.3 After the initial deployment of SPNP in an MSA, if CLC wants a Windstream switch to become LRN capable, CLC must submit a Bona Fide request as provided in §6.0. Windstream will make requested switch LRN capable within the time frame required by the FCC.
- 3.4 CLC will conform to NANC guidelines and LERG administration rules in requesting Windstream to open an NPA-NXX for portability in an LRN capable switch.
- 3.5 CLC is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of End User emergency services.
- 3.6 CLC is required to conform to industry standard Local Service Request (LSR) format and guidelines in ordering and administration of individual service/number ports.

4.0 Obligations of Both Parties

- 4.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User; the ported telephone number will be released back to the Local Service Provider owning the switch in which the telephone number's NXX is native.
- 4.2 Either Party may block default routed calls from entering the public switched network when necessary to prevent network overload, congestion, or failure.
- 4.3 The Parties will conform to industry guidelines referenced herein in preparing their networks for SPNP and in porting numbers from one network to another.
- 4.4 The Parties will perform all standard SPNP certification and intra-company testing prior to scheduling intercompany testing between the Parties' interconnected networks.
- 4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required test. These tests will be performed during a mutually agreed time frame and must conform to industry portability testing and implementation criteria in force in the NPAC region.

5.0 Limitations of Service

- 5.1 Telephone numbers will be ported only within Windstream rate centers as approved by the State Commission.

- 5.3. Telephone numbers associated with Windstream Official Communications Services (OCS) NXXs will not be ported.
- 5.4. Telephone numbers in NXXs dedicated to choke networks will not be ported.

6.0 Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process

- 6.1 The Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process is the process for CLC to request that SPNP be deployed in Windstream exchanges that are not then capable of LRN query service.
- 6.3 CLC may request that SPNP be deployed by Windstream in its switches located in the MSAs. Windstream will enable SPNP in the requested switches within six (6) months of receipt of BFR, based on the beginning dates for each MSA and subject to State Commission approval of an interconnection Agreement with respect to the location of the requested switch.
- 6.4 A BFR with respect to opening a Windstream switch for SPNP must be made in the form of a letter from CLC to:

Windstream
Attn: Interconnection Services
Rodney Parham Road
1170 B3F03-84A
Little Rock, AR 72212
- 6.5 The BFR must specify the following:
 - 6.5.1 The MSA in which requested switch(es) are located.
 - 6.5.2 Windstream switch(es), by CLLI codes, which are being requested to become SPNP capable.
 - 6.5.3 Specific, resident NXX codes requested to open in each Windstream switch on the BFR.
 - 6.5.4 The date when SPNP capability is requested for each Windstream switch on the BFR; however, the requested date must fall within the governing FCC schedules and interval guidelines. .
 - 6.5.5 CLLI and NXXs of CLC switches serving the exchanges associated with the relevant Windstream switches.

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ATTACHMENT 18: PERFORMANCE MEASURES

1.0 General

- 1.1 Windstream will use its best efforts to satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards that are specified in this Agreement or are required by law or regulation. In addition, Windstream's performance under this Agreement shall be provided to CLC at parity with the performance Windstream provides itself for like service(s).
- 1.2 Windstream shall make a good faith attempt to complete a limited root-cause analysis process within thirty (30) days of request date by CLC to provide a reasonable opportunity to explain missed performance.
- 1.3 Windstream will notice CLC of all process changes related to this Agreement.

2.0 Interconnection

2.1 Trunk Provisioning Intervals

2.1.1 Access Service Request (ASR)

Positive acknowledgment of receipt of a non-valid ASR will be made within two business days, provided the ASR is received before 3PM Eastern Standard Time (1PM Mountain Standard Time.) The start time for determining the FOC interval will commence with receipt of a valid ASR. A non-valid ASR will not start the FOC interval.

2.1.2 Firm Order Confirmation (FOC)

An FOC confirming the due date will be sent within 2 business days (16 business hours) after receipt of a valid ASR subject to facility availability. Subject to availability of facilities service will be implemented (trunks in service) within 20 business days of receipt of a valid ASR.

2.1.3 Performance Expectation

Provided the conditions are met under 2.1.1 and 2.1.2 proceeding, Windstream's performance expectation is to provide 100% due dates met within reporting month. If service levels fall below 95% of the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

2.2 Trunking Grade of Service

2.2.1 Exchange Access (IXC Toll Traffic)

For exchange access traffic routed via an access tandem blocking on each leg will be held to .005 (1/2% blockage).

2.2.2 All Other

All other final routed traffic will be held to .01 (1% blockage).

2.2.3 **Performance Expectation**

Provided the conditions are met under 2.2.1 and 2.2.2 preceding, Windstream's performance expectation is to provide traffic flow 100% of the time. If service levels fall below the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

2.3 **Trunk Service Restoration**

2.3.1 **Service Affecting**

Service affecting trunk service trouble will be responded to at parity with the performance Windstream provides itself for like service(s). Service affecting trouble is defined as a condition or event affecting 20% or more of the total trunk group and overflows are experienced.

2.3.2 **Non Service Affecting**

Non service affecting trouble will be responded to at parity with the performance Windstream provides itself for like service(s).

2.3.3 **Performance Expectation**

Zero loss of service due to downtime. If service levels fall below the Performance Expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days. Specific time-frames will be listed relative to performance.

3.0 **Maintenance Intervals**

3.1. **Service Affecting**

Service affecting maintenance trouble will be responded to at parity with the performance Windstream provides itself for like service(s).

3.2 **Non Service Affecting**

Non service affecting trouble will be responded to at parity with the performance Windstream provides itself for like service(s).

3.3 **Performance Expectation**

Zero loss of service due to downtime. If service levels fall below the Performance Expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days. Specific time-frames will be listed relative to performance.

4.0 **Local Service Provisioning Intervals**

4.1 **Local Service Request (LSR)**

LSRs that are subject to the FCC's number portability interval requirements shall be processed in accordance with those requirements.

Except for LSRs that are subject to the FCC's number portability interval requirements, positive acknowledgement of receipt of a non-valid LSR for a Non-Simple Port request will be made within 24 hours, provided the LSR is received before 3PM Eastern Standard Time. Non-Simple Port LSRs received after the 3PM cutoff will be considered to be received on the following business day.

Except for LSRs that are subject to the FCC's number portability interval requirements, positive acknowledgement of receipt of a non-valid LSR for a Simple port request will be made within 4 hours, provided the LSR is received by 1P.M. local time in the predominant Time Zone of the NPAC Region where the End User's telephone number is being ported. Simple Port LSRs received after the 1PM cutoff will be considered to be received on the following business day, and the response clock starts at 8 A.M. (local time in the predominant time zone of the NPAC Region where the number is being ported).

4.2 **Local Service Request Confirmation (LSCN)**

The start time for determining the Local Service Request Confirmation (LSCN) interval will commence with receipt of a valid LSR. A non-valid LSR will not start the LSCN interval.

For LSRs involving Non-Simple Ports, as determined by the donating service provider, the donating service provider must return a LSCN or reject (whichever is appropriate) within 24 hours of receiving the LSR.

For LSRs involving Simple Ports, as determined by the donating service provider, if the gaining service provider requests a due date 3 or more business days after LSR receipt, the donating service provider must return a LSCN or reject (whichever is appropriate) within 24 hours of receiving the LSR.

For LSRs involving Simple Ports, as determined by the donating service provider, if the gaining service provider requests a due date 1-2 business days after LSR receipt, the donating service provider must return a LSCN or reject (whichever is appropriate) within 4 hours of receiving the LSR.

4.3 **Performance Expectation**

Provided the conditions are met under 4.1.1 and 4.1.2 proceeding, Windstream's performance expectation is to provide 100% due dates within the reporting month. If service levels fall below 95% of the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) calendar days.

ATTACHMENT 19: BONA FIDE REQUEST (BFR) PROCESS

- 1.1 A Bona Fide Request (BFR) must be used when CLC requests a change to any Services and/or Elements provided hereunder, including features, capabilities, or functionality.
- 1.2 A BFR shall be submitted in writing by CLC and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that Windstream has sufficient information to analyze and prepare a response. Such a request also shall include CLC's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.
- 1.3 Although not expected to do so, CLC may cancel, without penalty, a BFR in writing at any time. Windstream will then cease analysis of the request.
- 1.4 Within two (2) business days of its receipt, Windstream shall acknowledge in writing, the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.
- 1.5 Except under extraordinary circumstances, within twenty (20) days of its receipt of a BFR, Windstream shall provide to CLC a preliminary analysis of the BFR. The preliminary analysis will include Windstream's proposed price (plus or minus 25 percent) and state whether Windstream can meet CLC's requirements, the requested availability date, or, if Windstream cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why Windstream is not able to meet CLC's requested availability date. Windstream also shall indicate in this analysis its Agreement or disagreement with CLC's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If Windstream does not agree with CLC's designation, it may utilize the Dispute Resolution Process described in the General Terms and Conditions §9.0. In no event, however, shall any such dispute delay Windstream's process of the request. If Windstream determines that it is not able to provide CLC with a preliminary analysis within twenty (20) days of Windstream's receipt of a Bona Fide Request, Windstream will inform CLC as soon as practicable. The Parties will then determine a mutually agreeable date for receipt of the preliminary analysis.
- 1.6 As soon as possible, but in no event more than forty-five (45) days after receipt of the request, Windstream shall provide CLC with a BFR quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a price quote.
- 1.7 Unless CLC agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a BFR will be made as specified in this Agreement, unless otherwise agreed to by CLC.
- 1.8 Within thirty (30) days after receiving the firm BFR quote from Windstream, CLC will notify Windstream in writing of its acceptance or rejection of Windstream's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if Windstream responds that it cannot or will not offer the requested item in the BFR and CLC deems the item essential to its business operations, and deems Windstream's position to be inconsistent with the Act, FCC, or Commission regulations and/or the requirements of this Agreement, the Dispute Resolution Process set for in the General Terms and Conditions, §9.0 of the Agreement may be used by either Party to reach a resolution.

ATTACHMENT 20: DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well as terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the Effective Date of this Agreement.

"Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between Windstream and CLC for local interconnection.

"Act" means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended by the Telecommunications Act of 1996, as may be subsequently amended or, as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"Ancillary Services" are services which support, but, are not required for interconnection of telecommunications networks between two or more parties, e.g., 911 (if applicable) and Directory Services.

"Calling Party Number" or "CPN" is a feature of Signaling System 7 ("SS7") protocol whereby the 10-digit number of the calling party is forwarded from the end office.

"CLASS (Custom Local Area Signaling Service) and Custom Features" means a grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single-line business Customers (e.g., call waiting, call forwarding and automatic redial).

"Commission" or "PUC" or "PSC" means the Arkansas Public Service Commission.

"Common Channel Signaling" or "CCS" means a special network, fully separate from the transmission path of the public switched network that digitally transmits call setup and network control data.

"Confidential Information" has the meaning set forth in §6.0 of the General Terms and Conditions.

"Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

"Customer" means, whether or not capitalized, any business, residential or governmental Customer of services covered by the Agreement, and includes the term "End User". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"Customer Proprietary Network Information" or "CPNI" means information that relates to the quantity, technical configuration, type, destination, and amount of a Telecommunications Service subscribed to by any Customer of a Telecommunications Carrier, and that is made available to the carrier by the Customer solely by virtue of the carrier Customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a Customer of a carrier.

"Discloser" means that Party to this Agreement which has disclosed Confidential Information to the other Party.

"E911 Service" is a method of routing 911 calls to a PSAP that uses Customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

"Effective Date" is the date indicated in the Preface on which the Agreement shall become effective.

"End Office" means a local switching point where a Customer station loops are terminated for purposes of interconnection to each other and to the network.

"End User" means, whether or not capitalized, any business, residential or governmental Customer of services covered by the Agreement and includes the term "Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"Exchange" is the geographic territory delineated as an exchange area by official commission boundary maps.

"Exchange Access" is defined in the Act.

"Exchange Services" are two-way switched voice-grade telecommunications services with access to the public switched network with originate and terminate within an exchange.

"FCC" means the Federal Communications Commission.

"ICB" means individual case basis.

"Incumbent Local Exchange Carrier" or "ILEC" has the meaning given the term in the Act.

"Interconnected VoIP" means a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires Internet protocol-compatible customer premises equipment; and (4) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

"Interconnection" has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

"Interconnection Agreement" means the Agreement between the Parties entitled "Interconnection Agreement Under §§251 and 252 of the Telecommunications Act of 1996," dated July 16, 1996.

"Interexchange Carrier" or "IXC" means a telecommunications provider that provides long distance communications services between LATAs or within a LATA and authorized by the Commission to provide long distance communications services.

"InterLATA" has the meaning given the term in the Act.

"IntraLATA Traffic" means all IntraLATA calls provided by a LEC other than traffic completed in the LEC's local exchange boundary.

"Interconnection Point" or "IP" is the point of demarcation at a technically feasible point within Windstream's interconnected network within the LATA, as specified in *Attachment 4* Section 2.1.1, where the networks of Windstream and CLC interconnect for the exchange of traffic.

"Local Access and Transport Area" or "LATA" has the meaning given to the term in the Act.

"Local Exchange Carrier" or "LEC" means the incumbent carrier that provides facility-based Exchange Services, which has universal-service and carrier-of-last-resort obligations.

"Local Service Provider" or "CLC" means a non-incumbent carrier licensed by the Commission with the appropriate certification (e.g., a Certificate of Authorization or Service Provider Certificate of Authorization) and authority necessary to provide Exchange Services.

"Local Service Request" or "LSR" means an industry standard form used by the Parties to add, establish, change or disconnect services provided under this Agreement.

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

"Operating Company Number" or "OCN" means nationally recognized company codes set forth in Bellcore's LERG that will be used as the official identification code for each company that provides local exchange telephone service.

"Parties," means Windstream and CLC collectively.

"Party" means either Windstream or CLC as applicable.

"P.01 Transmission Grade of Service" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"Percent Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local IntraLATA minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of the PLU.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

"Recipient" means the Party to this Agreement, which has received Confidential Information from the other Party.

"Service Provider Number Portability/Number Portability" or "SPNP" means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without the impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

"Signaling System 7" or "SS7" means a signaling protocol used by the CCS network.

"Telephone Exchange Service" means wireline exchange connections amongst LEC End Users.

"Telecommunications" has the meanings given in the Act.

"Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called Party.

"Territory" means the incumbent local exchange areas within the states identified in Appendix A

"Toll VoIP Traffic" means Interconnected VoIP Traffic that originates and terminates within the state of Arkansas but is not Local Traffic.

"Undefined Terms" The Parties acknowledge that terms may appear in the Agreement that are not defined and agree that any such terms shall be construed in accordance with their end-user usage in the telecommunications industry as of the Effective Date of this Agreement.

"Windstream" has the meaning set forth in the preamble.

"Work Locations" means any real estate that Windstream owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.