

Large Filing Separator Sheet

Case Number: 08-537-TP-ARB

File Date: 4/21/08

Section: 11 of 11

Number of Pages: 172

Description of Document: New Case

6.3 Errors or Loss of Access Usage Data.

6.3.1 Errors may be discovered by INTRADO COMM, the IXC or CBT. Each Party agrees to use reasonable efforts to provide the Other Party with notification of any discovered errors within two (2) Business Days of such discovery. A Party may recover against the other Party due to errors or loss of access usage whenever a Party's IXC ~~Customer~~ successfully asserts any claim for which the Party making the error is responsible.

6.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on three (3) months of prior usage data. In the event three (3) months of prior usage data is not available, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

6.4 **Payment.** The Parties shall not charge one another for the services rendered pursuant to this Article VI.

6.5 **Additional Limitation of Liability Applicable to Meet-Point Billing Arrangements.** In the event of errors, omissions, or inaccuracies in data received from a Party, the Party providing such data shall provide corrected data. If data is lost, such providing Party will develop a substitute based on past usage, as set forth in Section 6.3.2; provided, however, that the Party responsible for the lost data shall credit the other Party for any amounts billed pursuant to data developed as described in Section 6.3.2 and not paid by the IXC to whom such usage has been billed.

ARTICLE VII BLV/BLVI TRAFFIC

7.1 **Busy Line Verification.** Busy Line Verification ("BLV") is performed when one Party's customer requests assistance from the operator bureau to determine if the called line is in use; provided, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

7.2 **Busy Line Verification Interrupt.** Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call, and the applicable charge applies whether or not the called party releases the line.

7.3 **BLV/BLVI Traffic.** Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between

the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Article III.

7.4 BLV/BLVI Compensation. Each Party shall compensate the other Party for BLV/BLVI traffic as set forth in the pricing schedule.

ARTICLE VIII TRANSIT SERVICE

8.1 Transit Service. CBT shall provide INTRADO COMM Transit Service as provided in this Article VIII.

8.2 Transit Service Defined. "Transit Service" means the delivery of Local Traffic, Information Access Traffic and IntraLATA Toll Traffic between INTRADO COMM and a third-party LEC, interconnected Voice over Internet Protocol, or CMRS or any other service provider or carrier ("**Third Party Service Provider**") by CBT over the Local/IntraLATA Trunks. Inter-Selective Router E9-1-1 call transfers shall not be considered Transit Service.

8.3 Compensation for Transit Service. The Parties shall compensate each other for Transit Service as follows:

- (a) (a) — Each party acknowledges that CBT has the responsibility to pay any third party LEC or CMRS provider for termination of any transit traffic. CBT will not pay such charges on behalf of the originating party unless CBT acts as the primary toll carrier ("**PTC**"), see (c)(1) below. The Parties agree to enter into their own agreements with third party Telecommunications Carriers. In the event one Party originates traffic that transits the other Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic interchange agreement, then the originating Party will indemnify the other Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys fees and expenses.
- (b) (b) — For Local Traffic, Information Access Traffic and IntraLATA Toll Traffic originating from INTRADO COMM that is delivered over the Transit Service ("**Transit Traffic**") INTRADO COMM shall pay to CBT a Transit Service charge as set forth in the Pricing Schedule. INTRADO COMM is responsible for paying any termination charges imposed by the third party carrier. Transit Traffic as used in this Article VIII refers to a switching and transport function which applies when one Party sends Local Traffic to a third party's network through the other Party's Tandem and does not apply when calls originate with or terminate to the transit Party's Customer. The Transit service rate set forth in the Pricing Schedule will apply to Transit Traffic. The originating Party is responsible for the appropriate rates unless otherwise specified.

- (c) The following applies to Local Traffic, Information Access Traffic and IntraLATA Toll Traffic originating from a third party LEC or CMRS provider that is delivered to INTRADO COMM over the Transit Service.

- (1) For IntraLATA Toll Traffic that is subject to a PTC arrangement, CBT shall deliver such IntraLATA Toll Traffic to INTRADO COMM in accordance with the terms and conditions of such PTC arrangement;
- (2) For Local Traffic, Information Access Traffic and IntraLATA Toll Traffic where CBT has a transiting arrangement with such third-party LEC or CMRS provider that authorizes CBT to deliver such traffic to INTRADO COMM ("Other Party Transit Agreement"), then CBT shall deliver such traffic to INTRADO COMM in accordance with the terms and conditions of such Other Party Transit Agreement, and such third-party LEC or CMRS provider (and not INTRADO COMM) shall be responsible to pay CBT the applicable Transit Service charge. INTRADO COMM is to bill any termination charges solely to the third party carrier.

8.4 Duration of Obligation The Parties agree that it is the responsibility of each third-party LEC or CMRS provider to enter into arrangements with other LECs or CMRS providers to deliver Local Traffic and IntraLATA Toll Traffic where CBT does not act as the PTC for the originating LEC. Notification of effective third party agreements must be provided to CBT. The parties acknowledge that such agreements and actual means of capability may not be currently in place. In the interim, there may be times when the terminating party is unable to determine the originator of the transit traffic, the terminating party may request that CBT provide billing information to permit billing the third party (the call originator). To the extent CBT incurs additional cost in providing billing data, CBT will provide an estimate of those costs. If the receiving party accepts the estimate and agrees to reimburse CBT, the billing data will be provided.

8.5 Signaling To the extent that networks involved in transit traffic deliver calls with CCIS and the appropriate Transaction Capabilities Application Part ("TCAP") message, CBT will deliver such information to the terminating third-party LEC or CMRS provider. In all cases, INTRADO COMM is responsible to follow the EMR standard and exchange records with both CBT and the terminating LEC or CMRS provider to facilitate the billing process to the originating network.

8.6 Obligations of Terminating Carrier As provided in this Article VIII, CBT, as the transit service provider, will not pay any terminating charges behalf of the originating LEC or CMRS provider. The terminating LEC or CMRS provider is responsible for billing the originator of the traffic, and not CBT, for terminating charges.

ARTICLE IX
UNBUNDLED ACCESS – SECTION 251(c)(3)

9.1 Access to Network Elements.

9.1.1 CBT shall provide INTRADO COMM access to CBT's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this Article IX. CBT shall provide INTRADO COMM access to each unbundled Network Element, along with all of such unbundled Network Element's features, functions and capabilities in accordance with the terms and conditions of Article II, in a manner that shall allow INTRADO COMM to provide any Telecommunications Service that can be provided by means of that Network Element and for which INTRADO COMM holds a certificate from the Commission; provided that the use of such Network Element is consistent with the Act.

9.1.2 Notwithstanding anything to the contrary in this Article IX, CBT shall not be required to provide Network Elements to INTRADO COMM if:

(1) The Commission concludes that:

(a) such Network Element is proprietary, contains proprietary information that will be revealed if such Network Element is provided to INTRADO COMM on an unbundled basis; and

(b) INTRADO COMM could offer the same proposed Telecommunications Service through the use of other, nonproprietary means; or

(2) The Commission concludes that the failure of CBT to provide access to such Network Element would impair the ability of INTRADO COMM to provide the Telecommunications Service INTRADO COMM seeks to offer.

9.1.3 CBT shall be required to make available Network Elements, including facilities and software necessary to provide such Network Elements, where available. If CBT makes available Network Elements that require special construction, INTRADO COMM shall pay to CBT any applicable special construction charges, as determined in accordance with the Act. The Parties shall mutually agree on the nature and manner of any required special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on Schedule 9.10.

9.1.4 CBT shall permit INTRADO COMM to connect INTRADO COMM's facilities or facilities provided to INTRADO COMM by third parties with each of CBT's unbundled Network Elements at any point on CBT's network designated by INTRADO COMM that is technically feasible.

9.1.5 INTRADO COMM may not access an unbundled network element for the exclusive provision of mobile wireless services or interexchange services.

9.2 Network Elements. At the request of INTRADO COMM, CBT shall provide INTRADO COMM access to the following Network Elements on an unbundled basis:

- 9.2.1 Local Loops, as more fully described on Schedule 9.2.1;
- 9.2.2 The Network Interface Device, as more fully described on Schedule 9.2.2;
- 9.2.3 Reserved for future use;
- 9.2.4 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.4;
- 9.2.5 Reserved for future use;
- 9.2.6 Operations Support Systems ("OSS") functions as more fully described on Schedule 9.2.6; and
- 9.2.7 Subloops, as more fully described on Schedule 9.2.7.

9.3 Combination of Network Elements.

9.3.1 CBT shall provide Network Elements as specified in Schedule 9.3.2 to INTRADO COMM in a manner that shall allow INTRADO COMM to combine such Network Elements (a "Combination") with INTRADO COMM services or elements in order to provide a Telecommunications Service.

9.3.2 CBT shall make available to INTRADO COMM the following Combinations as described in Schedule 9.3.2 at the rates set forth in the Pricing Schedule for so long as CBT provides the same Combination pursuant to a previously executed interconnection agreement with another carrier, as otherwise ordered by the Commission. Combinations that include the "Unbundled Local Loop" will be placed and configured with the Two Wire Analog Voice Grade Loop element as described in Schedule 9.2.1.

9.3.2.1 Loop Combination.

9.3.2.2 Loop/Transport Combination #1 (EEL #1). (VG Interface)

9.3.2.3 Loop/Transport Combination #2 (EEL #2). (DS1 Interface)

9.3.3 Any request by INTRADO COMM for CBT to provide any Combination other than as set forth in Section 9.3.2, to combine the unbundled Network Elements of CBT with INTRADO COMM or to perform any other function under this Section 9.3 shall be made by INTRADO COMM in accordance with Section 9.6.

9.3.4 CBT shall not separate requested network elements that CBT currently combines.

9.3.5 Upon request, CBT shall perform the functions necessary to combine unbundled network elements in any manner, even if those elements are not ordinarily combined in the CBT's network, provided that such combination:

- (1) Is technically feasible; and
- (2) Would not undermine the ability of other carriers to obtain access to unbundled network elements or to interconnect with CBT's network.

9.3.6 Reserved for future use.

9.3.7 Reserved for future use.

9.3.8 CBT shall allow INTRADO COMM to self-certify that it is providing a significant amount of local exchange service over combinations of unbundled network elements. For this purpose, a letter sent to CBT by INTRADO COMM shall be considered a practical method of certification. The letter shall indicate under what local usage option INTRADO COMM seeks to qualify.

9.3.9 To confirm reasonable compliance with the local usage requirements set forth in this section, CBT may conduct limited audits only to the extent reasonably necessary to determine a requesting carrier's compliance with the local usage options. CBT shall hire and pay for an independent auditor to perform the audit, and INTRADO COMM shall reimburse CBT if the audit uncovers non-compliance with the local usage options. CBT shall provide at least 30 calendar days written notice to INTRADO COMM that it will conduct an audit. At the same time CBT provides notice of an audit to INTRADO COMM, CBT should also send a copy of the notice to the FCC. CBT may not conduct more than one audit of INTRADO COMM in any calendar year unless an audit reveals non-compliance. Any audit shall not impose an undue financial burden on INTRADO COMM, and CBT shall verify INTRADO COMM's compliance using the records that INTRADO COMM keeps in the normal course of business. CBT shall not require INTRADO COMM to submit to an audit prior to provisioning EELs.

9.3.10 For purposes of conversion, CBT shall not disconnect the special access circuit and reconnect it.

9.3.11 If CBT charges INTRADO COMM for the conversion of special access circuits to EELs, such a charge shall be TELRIC-based and shall be submitted to the Commission for approval.

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 The quality of an unbundled Network Element, as well as the quality of the access to such unbundled Network Element that CBT provides to INTRADO COMM, shall be (i) the same for all Telecommunications Carriers requesting access to such Network Element; and (ii) at least equal in quality to that which CBT provides to itself, its subsidiaries, affiliates or any other person, unless CBT proves to the Commission that it is not technically feasible to provide the Network Element requested by INTRADO COMM, or access to such Network Element at a level of quality that is equal to that which CBT provides itself.

9.4.2 CBT shall provide INTRADO COMM access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which CBT provides such elements to itself, its subsidiaries, affiliates and any other person, including the time within which CBT provisions such access to Network Elements, except as may be provided by the Commission pursuant to Section 9.1.2.

9.5 Provisioning of Network Elements.

9.5.1 CBT shall provide INTRADO COMM unbundled Network Elements as set forth on Schedule 9.5.

9.5.2 CBT shall provide INTRADO COMM access to CBT's pre-ordering, ordering, provisioning, maintenance and repair, and billing functions that relate to the Network Elements that INTRADO COMM purchases hereunder. Access to such functionalities for the Operations Support Systems functions shall be as provided in Schedule 9.2.6.

9.5.3 Prior to submitting an order for a Network Element that replaces, in whole or in part, a service offered by another telecommunications provider for which CBT changes a primary local exchange carrier, INTRADO COMM shall comply with the requirements of Section 10.11.1.

9.5.4 CBT and INTRADO COMM shall coordinate cutover of Customer lines as described in Schedule 9.5.4.

9.6 Availability of Additional or Different Quality Network Elements. Any request by INTRADO COMM for access to a Network Element or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request, as described in Schedule 2.2, and shall be subject to the payment by INTRADO COMM of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, and install and provide such Network Element or access.

9.7 Pricing of Unbundled Network Elements.

9.7.1 CBT shall charge INTRADO COMM the non-recurring (including any applicable connection charges) and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for those specific Network Elements, service coordination fee

and Cross-Connect charges) as specified in the Pricing Schedule. If INTRADO COMM requests or approves an CBT technician to perform services in excess of or not otherwise detailed in the Pricing Schedule, CBT may charge INTRADO COMM for any additional and reasonable labor charges to perform such services. For the purposes of this Agreement "Line Connection Service" means any non-recurring activity performed at the CBT Central Office or the CBT side of the network interface required to connect a specified Network Element to any Customer- or end user-provided element or required to interconnect contiguous Network Elements.

9.7.2 If INTRADO COMM orders a Combination identified in Section 9.3.2 and the provision of any such Combination requires CBT to modify any of its existing systems, service development processes or its network (beyond that required for CBT to provision its own retail services) to provide access to such Combination, INTRADO COMM shall be required to compensate CBT for any costs incurred to provide access to such Combination.

9.7.3 Subject to Sections 29.3, 29.4 and 29.5 and subject to changes to tariff rates and charges which are incorporated by reference in this Agreement, the rates and charges set forth or identified in this Agreement are inclusive, and no other charges apply.

9.8 Billing. CBT shall bill INTRADO COMM for access to unbundled Network Elements pursuant to the requirements of Article X, VII to this Agreement.

9.9 Maintenance of Unbundled Network Elements.

9.9.1 If (i) INTRADO COMM reports to CBT a suspected failure of a Network Element, (ii) INTRADO COMM requests a dispatch, (iii) CBT dispatches a technician, and (iv) such trouble was not caused by CBT's facilities or equipment, then INTRADO COMM shall pay CBT a maintenance of service charge as set forth in the Pricing Schedule.

9.9.2 CBT shall provide INTRADO COMM maintenance of unbundled Network Elements provided by CBT hereunder on terms and conditions no less favorable than CBT provides for its own consistent with the Act.

9.10 Standards of Performance.

9.10.1 CBT shall provide to INTRADO COMM access to unbundled Network Elements in accordance with Section 9.3, and the performance criteria on Schedule 9.10 (including any service levels and intervals that may be requested by INTRADO COMM and agreed upon by the Parties pursuant to a Bona Fide Request), (collectively, the "CBT Network Element Performance Benchmarks").

9.10.2 As a Local Exchange Carrier, INTRADO COMM is required to provide end-user service to its customers which meets all applicable requirements of the PUCO's Minimum Telephone Service Standards ("MTSS") as set forth in Chapter 4901:1-5 of the Ohio Administrative Code. To the extent that CBT has obligations to INTRADO COMM under the MTSS as an "Underlying Carrier", such obligations shall be governed exclusively by Section 17.2 of this Agreement and CBT shall have no further indemnity obligations to INTRADO

COMM under the MTSS other than to provide credits to INTRADO COMM in accordance with the requirements of Section 17.2.

9.10.3 To determine CBT's compliance with the Performance Benchmarks, CBT shall maintain performance records and provide reports in accordance with the terms in Section 17.1 and the criteria in Schedule 9.10.

9.10.4 INTRADO COMM will be eligible for "Incident Related Service Credits" in accordance with the terms and restrictions described in Section 17.2.5 and "Non-Performance Service Credits" as described in Section 17.2.5.

ARTICLE V
RESALE AT WHOLESALE RATES – SECTION 251(c)
RESALE AT RETAIL RATES – SECTION 251(b)(1)

10.1 Telecommunications Services Available for Resale at Wholesale Rates. Commencing on the date on which the Commission approves this Agreement, and conditioned upon INTRADO COMM holding a certificate authorizing it to provide the applicable telecommunications services, at the request of INTRADO COMM, CBT will make available to INTRADO COMM for resale at wholesale rates those Telecommunications Services that CBT provides at retail to subscribers who are not Telecommunications Carriers, as provided in Section 251(c)(4) of the Act. Subject to the terms, conditions and limitations set forth in this Agreement, CBT will make available to INTRADO COMM for such resale all Telecommunications Services which it offers to its retail Customers, including the following categories of Telecommunications Services (the "Wholesale Resale Services"):

- (i) Local Service - Residence, as described in the applicable tariff;
- (ii) Local Service - Business, as described in the applicable tariff;
- (iii) Message Toll Service, as described in the applicable tariff;
- (iv) PBX Trunk, as described in the applicable tariff;
- (v) ISDN Basic Rate Interface ("BRI"), as described in the applicable tariff;
- (vi) ISDN Primary Rate Interface ("PRI"), as described in the applicable tariff;
- (vii) CBT Centrex Service and associated features and functionalities, as described in the applicable tariff;
- (viii) Dedicated Communications Services (i.e., special access), as described in the applicable tariff;

- (ix) DID Services, as described in the applicable tariff; and,
- (x) Customer Owned Pay Telephone Services, as described in the applicable tariff.

The Wholesale Resale Services shall be made available to INTRADO COMM at the wholesale discount set forth in the Pricing Schedule. The wholesale discount shall be applied to each rate element of any Telecommunications Services offered at wholesale rates.

10.2 Telecommunications Services Available for Resale at Retail Rates. Each Party shall make available to the other Party its Telecommunications Services for resale at retail rates ("Retail Resale Services") in accordance with Section 251(b)(1) of the Act, the Commission's Local Service Guidelines IXA.1 and IXB.1 and applicable tariffs. CBT may, at its sole discretion, make available to INTRADO COMM under this Agreement services other than those set forth in Section 10.1 (e.g., voicemail) for resale at rates, terms and conditions agreed upon by the Parties.

10.3 Limitations on Availability of Resale Services. The following limitations shall apply to both Wholesale Resale Services and Retail Resale Services (collectively, "Resale Services"):

10.3.1 Any Telecommunications Services that CBT offers to existing retail subscribers, but not to new subscribers ("Grandfathered Services" as listed on Schedule 10.3.1. Schedule 10.3.1 may be revised or supplemented from time to time to include those additional services that CBT may, to the extent permitted by Applicable Law, classify as Grandfathered Services. CBT agrees to make Grandfathered Services available to INTRADO COMM for resale to any Customer of CBT that subscribes to a Grandfathered Service from CBT at the time of its selection of INTRADO COMM as its primary local exchange carrier; provided, however, that if such Grandfathered Services are provided under a Shared Tenant Service Agreement, such Grandfathered Services shall be available for resale by INTRADO COMM pursuant to the terms and conditions of such Shared Tenant Service Agreement to all tenants, existing or in the future, in the specific facility subject to such Shared Tenant Service Agreement. If a local Telecommunications Service is subsequently classified as a Grandfathered Service by CBT, CBT agrees to continue to sell such Grandfathered Service (subject to the terms of Section 10.3.2) to INTRADO COMM for resale to INTRADO COMM's Customers that subscribe to such Grandfathered Service at the time it is so classified by CBT. Grandfathered Services shall be made available to INTRADO COMM at wholesale rates determined in accordance with the Act. Nothing in this Section 10.3.1 shall prevent INTRADO COMM from making a position before any regulatory body or court of law in opposition to any classification of a service by CBT as a Grandfathered Service.

10.3.2 Any Telecommunications Services that CBT currently intends to discontinue offering to any retail subscriber ("Withdrawn Services") are set forth on Schedule 10.3.2. Schedule 10.3.2 may be revised or supplemented from time to time to include those additional Telecommunications Services that CBT may, to the extent permitted by Applicable Law, classify as Withdrawn Services. CBT agrees to make Withdrawn Services available to INTRADO COMM for resale to INTRADO COMM's Customers who are subscribers to the Withdrawn Service either from CBT or INTRADO COMM at the time so classified (subject to the provisions of Section 10.3.1 if such Withdrawn Service was previously classified as a Grandfathered Service) until the date such

service is discontinued. Nothing in this **Section 10.3.2** shall prevent INTRADO COMM from taking a position before any regulatory body or court of law in opposition to any such withdrawal of service by CBT.

10.3.3 Each Party acknowledges that Resale Services shall be available to INTRADO COMM on the same basis as offered by CBT to itself or to any subsidiary, affiliate or any other person to which CBT directly provides the Resale Services, including CBT's retail Customers and other resellers of CBT's Telecommunications Services (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by CBT to itself or to any subsidiary, affiliate or any other person, including CBT's retail Customers, and (ii) to the same extent as CBT's retail Telecommunications Services are subject to the availability of facilities.

10.4 **Additional Charges for Resale Services.** In addition to the rates set forth in the Pricing Schedule, INTRADO COMM shall pay CBT (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by INTRADO COMM, including channel charges, initial non-recurring charges and construction charges, and (ii) the applicable non-discounted end user common line charges as set forth in F.C.C. No. 43, Section 4, as well as any other non-discounted end-user charges which may be set forth in Commission regulations.

10.5 **Restrictions on Resale Services**

10.5.1 Unless provided by the Commission, INTRADO COMM may not offer Resale Services that are made available only to residential Customers or to a limited class of residential Customers to classes of Customers that are not eligible to subscribe to such services from CBT. The same restrictions which apply to CBT's Retail Services will also apply to those same services when offered for resale.

In the case of promotional offerings, CBT shall apply the wholesale discount to the ordinary rate for retail service, rather than a special promotional rate, only if:

- (a) Such promotions involve rates that will be in effect for no more than a total of ninety (90) cumulative days over any six (6) month period; and
- (b) Such promotional offerings are not used to evade the wholesale rate obligation.

10.5.3 Notwithstanding the foregoing, CBT is not required to offer the promotional rate to INTRADO COMM during the first ninety (90) days of a promotion that is in effect for more than ninety (90) days within any six (6) month period. If the promotion is in effect for more than ninety (90) days within any six (6) month period, CBT is required to offer the promotion to INTRADO COMM at the promotional rate, less the wholesale discount, for the period of the promotion in excess of ninety (90) days.

10.5.4 In the case of Customer contracts, CBT is not required to resell such contracts at a discount, but shall resell such contracts at the contract rates. In the alternative, the individual

services provided pursuant to such contracts may be purchased separately at the wholesale discount from the ordinary tariff rate for such service.

10.5.5 The Parties agree that applicable access charges, as established pursuant to methodologies approved by the FCC and/or the Commission, shall apply to Resale Services and shall be collected by CBT.

10.5.6 As provided in the Act, INTRADO COMM may not purchase Resale Services unless such services are resold to a person other than INTRADO COMM. INTRADO COMM may, at its option, purchase from CBT, at wholesale rates, all Telecommunications Services available for resale under the Act and resell at retail rates such Services to its affiliates and subsidiaries pursuant to the terms and conditions of this Agreement. To the extent that CBT provides Resale Services, at wholesale rates, to its affiliates and subsidiaries for internal purposes, INTRADO COMM may provide such Resale Services to its affiliates and subsidiaries on the same basis.

10.5.7 CBT may impose additional restrictions on INTRADO COMM's sale of Resale Services only as permitted by the Act, the Commission or the FCC.

10.6 New Resale Services; Changes in Provision of Resale Services. CBT shall, via tariff filings notify INTRADO COMM of any changes in the terms and conditions under which CBT offers Resale Services, including the introduction of any new rates, functions, services or promotions, by serving INTRADO COMM with a copy of the tariff filing at the time it is submitted to the Commission. The wholesale rates set forth in the Price Schedule shall be adjusted to reflect the appropriate wholesale discount contemporaneous with any retail price change (excluding promotional offerings consistent with Section 10.5.2) by CBT.

10.7 Operations Support Systems Functions. CBT shall provide INTRADO COMM, upon INTRADO COMM's request, nondiscriminatory access to CBT's Operations Support Systems functions for provisioning, ordering, provisioning, maintenance and repair and billing, in accordance with the terms and schedules established in the Commission's Arbitration Award in Case No. 97-152-200 RB, August 14, 1997 ("Arbitration Award"). CBT shall provide INTRADO COMM advance written notice of any material changes to CBT operating support systems functions.

10.8 Nondiscriminatory Provision of Resale Services.

10.8.1 Resale Services made available by CBT for resale hereunder shall be equal in quality to that provided by CBT to itself or to any subsidiary, affiliate or any other person to which CBT directly provides the Resale Service, including CBT's retail Customers. Access to Operations Support Systems functions for ordering provisioning, repair, and maintenance and billing shall be of equivalent function to that provided by CBT to itself, or to any subsidiary, affiliate or any other person to which CBT directly provides such access.

10.8.2 CBT shall provision Resale Services with the same timeliness that such Resale Services are provisioned to CBT's subsidiaries, affiliates or other persons to whom CBT directly provides the Resale Service, including CBT's retail Customers.

10.8.3 CBT shall provide to INTRADO COMM equivalent functionality of blocking calls (e.g., 700, 900 and 976) and Billed Number Screening ("BNS"), including necessary LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls to the extent that such functionalities are provided to CBT's retail Customers.

10.9 Standards of Performance.

10.9.1 CBT shall provide Resale Services to INTRADO COMM (i) in accordance with Section 10.8, as determined by this Section 10.9, and (ii) as required by the Commission (collectively, the "Resale Performance Benchmarks").

10.9.2 As a Local Exchange Carrier, INTRADO COMM is required to provide end-user service to its Customers which meets all applicable requirements of the PUCO's Minimum Telephone Service Standards ("MTSS") as set forth in Chapter 4901:1-5 of the Ohio Administrative Code. To the extent that CBT has obligations to INTRADO COMM under the MTSS as an "Underlying Carrier", such obligations shall be governed exclusively by Section 17.2 of this Agreement and CBT shall have no further underlying obligations to INTRADO COMM under the MTSS other than to provide credits to INTRADO COMM in accordance with the requirements of Section 17.2.

10.9.3 To determine CBT's compliance with the Performance Benchmarks, CBT shall maintain performance records and provide reports in accordance with the terms in Section 17.1 and the criteria in Schedule 10.9.

10.9.4 INTRADO COMM will be eligible for "Incident Related Service Credits" in accordance with the terms and restrictions described in Section 17.2 and "Non-Performance Service Credits" as described in Section 17.2.5.

10.10 Branding.

10.10.1 Operator In Completion or Directory Assistance Service is a feature of an offered Resale Service, and CBT shall unbrand or rebrand such features of such offered Resale Service as requested by INTRADO COMM for INTRADO COMM's Customers via separate trunk groups, line class codes or any other technically feasible method. If CBT demonstrates to the Commission that it cannot comply with INTRADO COMM's rebranding request, the Parties may propose to the Commission, for its approval, an alternative solution (e.g., unbranding). Requests for additional customized routing shall be done via the BFR process.

10.10.2 Upon INTRADO COMM's request, CBT shall make available to INTRADO COMM the ability to route:

- (i) Local Directory Assistance calls dialed by INTRADO COMM's Customers directly to INTRADO COMM Directory Assistance Services platform, to the extent such routing is technically feasible; and

- (ii) Local Operator Services calls dialed by INTRADO COMM Customers directly to the INTRADO COMM Local Operator Services platform. Such traffic shall be routed over trunk groups between CBT End Offices and the INTRADO COMM Local Operator Services platform, using standard Operator Services dialing protocols of 0-, to the extent such routing is technically feasible.

The routing capabilities described above will be implemented as agreed by the Implementation Team. To the extent technically feasible, all direct routing capabilities described in this **Section 10.10.2** shall permit INTRADO COMM Customers to dial the same telephone numbers for CBT Directory Assistance and Local Operator Service that similarly situated CBT Customers dial for reaching equivalent CBT services.

10.10.3 Notwithstanding anything to the contrary in this Agreement, the Parties agree that CBT shall have no obligation to unbrand, rebrand its service technicians or trucks, any customer premises equipment, other Customer-owned facilities or its outside plant.

10.10.4 INTRADO COMM shall not, without CBT's prior written consent, offer any Resale Service to any Customer under any brand name of CBT, its subsidiaries or its affiliates, nor shall INTRADO COMM state or imply that there is any joint business association or any similar arrangement with CBT in the provision of Resale Service to INTRADO COMM's Customers, except to the extent INTRADO COMM deems it necessary to advise its Customers that CBT's personnel will perform work on behalf of INTRADO COMM under this Agreement or that some facilities used in provisioning service are owned and maintained by CBT; provided, however, INTRADO COMM shall make no disparaging statements about such facilities or services.

10.10.5 In those instances where INTRADO COMM requires CBT personnel to interface directly with INTRADO COMM's Customers, either orally in person or by telephone, or in writing, such personnel shall identify themselves as CBT's employees performing work for INTRADO COMM.

10.10.6 CBT shall identify any service call materials, including "no access" cards and time-and-materials invoices furnished during service calls by CBT personnel to INTRADO COMM's Customers by using preprinted cards or stickers provided by INTRADO COMM, that contain INTRADO COMM's name/logo, INTRADO COMM's address, and INTRADO COMM's customer service telephone number.

10.10.7 In no event shall CBT personnel acting on behalf of INTRADO COMM pursuant to this Agreement provide information to any existing INTRADO COMM Customer about CBT products or services, unless mutually agreed in writing by the Parties, or disparage INTRADO COMM and/or INTRADO COMM service or products. Upon an inquiry initiated by the Customer, CBT personnel may refer the Customer to CBT's business office, but in no instance shall CBT personnel provide written literature.

10.10.8 INTRADO COMM shall pay CBT's costs, if any, pursuant to the pricing standard in Section 252(d)(1) of the Act and in such amounts or levels as determined by the Commission for providing any requested branding under this Section 10.10.

10.11 Primary Local Exchange and Interexchange Carrier Selections.

10.11.1 The Parties shall apply all of the principles set forth in 47 C.F.R. §64.1100 to the process for Customer selection of a primary local exchange carrier. CBT shall not require a disconnect order from an INTRADO COMM Customer or another LEC in order to process an INTRADO COMM order for Resale Service for an INTRADO COMM Customer. CBT shall advise INTRADO COMM whenever an INTRADO COMM Customer has selected another primary local exchange carrier by giving notice via an electronic interface within twenty-four (24) hours of the change being provisioned by CBT. Until the FCC or the Commission adopts final rules and procedures regarding selection of a primary local exchange carrier, INTRADO COMM shall deliver to CBT a representation of authorization in the form set forth on Schedule 10.11.1 that applies to all orders submitted by INTRADO COMM under this Agreement that require a primary local exchange carrier change. Such representation of authorization shall be delivered to CBT prior to the first order submitted by INTRADO COMM hereunder. INTRADO COMM shall retain on file all applicable Documentation of Authorization (as defined in Schedule 10.11.1), including letters of agency or any other method permitted by Applicable Law relating to the Customer's selection of INTRADO COMM as its primary local exchange carrier. Such documentation shall be available for inspection by a Party or the Commission at its request during Normal Business Hours, when such documentation is at issue.

10.11.2 Carrier Selection Disputes. If any disputes should occur concerning the selection of primary local exchange carriers by the Customers of a Party, the following dispute escalation procedures shall be followed:

- (a) If a Customer denies authorizing a change in his or her primary local exchange carrier selection to a different LEC ("Unauthorized Switching"), the Party that initiated the change shall switch that Customer back to the specified Carrier. In the case of unauthorized changes of any Customers, the Commission's Guideline XVII.C.3 applies.
- (b) If CBT reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other governmental entity, CBT agrees to report on INTRADO COMM unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.
- (c) The Parties agree that in the event that either (i) the Resale Tariff is withdrawn by CBT or materially revised, or (ii) there is no other Applicable Law relating to Local Exchange Carrier selection disputes, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the

negotiations, the dispute resolution procedures set forth in **Section 28.3** will be implemented.

10.11.3 When CBT receives an order for Resale Service from INTRADO COMM for INTRADO COMM's Customer and CBT currently provides resale local exchange Telecommunications Services to another carrier ("**Carrier of Record**") for the same Customer, CBT shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and INTRADO COMM to resolve any issues related to that Customer. INTRADO COMM agrees to indemnify and hold CBT harmless against any and all Losses that may result from CBT acting under this **Section 10.11.3** to change a Customer to INTRADO COMM at INTRADO COMM's direction, if such carrier is demonstrated to be an Unauthorized Switch.

10.11.4 When notified by INTRADO COMM or through the Customer Access Record Exchange system ("**CARE**") that a Customer has changed its primary local exchange carrier ("**PIC**") selection only from one IXC to another, CBT shall only provision the PIC change. CBT may modify its process to conform with industry-accepted standards and shall conform with the requirements of the FCC or the Commission. CBT shall bill INTRADO COMM, not the end-user Customer, for the PIC change charge.

10.12 Functionality Required To Support Resale Service

10.12.1 Directory Listing Requirements. CBT shall make available to INTRADO COMM for INTRADO COMM's Customers directory listings in accordance with the provisions of **Article XV**.

10.12.2 LEC-Assigned Telephone Calling Card Numbers. Should CBT during the term of this agreement provide LEC-assigned telephone calling card numbers, effective thirty (30) days after the date of a Customer's subscription to INTRADO COMM's service, CBT will block the LEC-assigned telephone calling card number Line Identification Database ("**LIDB**"), unless otherwise agreed to by the Implementation Team.

10.12.3 Telephone Assistance Programs. Upon conversion to INTRADO COMM's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of qualification documentation is necessary. CBT will continue to administer the Telecommunications Assistance Program for the Customer on behalf of INTRADO COMM. If INTRADO COMM's Customer is newly qualified for a Telecommunications Assistance Program, INTRADO COMM must send CBT the necessary qualification documentation.

10.12.4 Special Services. If CBT makes a notation on the Customer Service Records ("**CSR**") of Customers who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("**Special Services**"), CBT shall provide such data to INTRADO COMM on the CSR made available to CBT for its Customers. For usage by an INTRADO COMM Customer of a Telephone Relay Service, CBT will provide INTRADO COMM with all billing information furnished to CBT by the provider of the Telephone Relay Service.

10.12.5 Law Enforcement Interfaces. Interfaces with law enforcement agencies and other security matters shall be conducted as specified in Schedule 10.12.5.

10.12.6 CBT shall cooperate with INTRADO COMM to ensure the continued provision of appropriate services necessary to serve TTY/TDD Customers when migrating from one carrier to another.

10.13 Service Functions.

10.13.1 Point of Contact for Resale Purchase Customer.

- (a) Primary Point of Contact. Except as otherwise provided in this Agreement, INTRADO COMM shall be the primary point of contact for all INTRADO COMM Customers.
- (b) Service Referrals. CBT shall refer all questions from any INTRADO COMM resale Customer regarding any INTRADO COMM service or product directly to INTRADO COMM in accordance with the procedures set forth by the Implementation Team. CBT shall use its best efforts so that all CBT representatives will receive such inquiries regarding INTRADO COMM services do not in any way disparage or discriminate against INTRADO COMM or its product or service and do not provide information about CBT products or services during such customer contact except as described in Section 10.10.7.
- (c) Customer Contact Employee Training. CBT shall provide training for all its employees who may communicate, either by telephone or face to face, with INTRADO COMM Customers so that the requirements of this Agreement are met. Furthermore, the same quality standards that CBT requires of its employees when contacting an CBT Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with INTRADO COMM Customers.

10.13.2 Access To Operations Support Systems Functions - Provisioning.

- (a) Ordering, Ordering and Provisioning. CBT will provide access to an electronic interface for the transfer and receipt of data necessary to perform the pre-ordering, ordering and provisioning functions (e.g., order entry, telephone number selection and due date selection) associated with Resale Services. The interface will be administered through gateways that will serve as points of contact for the transmission of such data. These gateways will provide for equivalent functionality for pre-ordering, ordering and provisioning (as such items are defined in this Section 10.13.2) as CBT uses in its provision of retail services for the above functions. The interface will be consistent with the Alliance for Telecommunications Industry Solutions ("ATIS"), Telecommunications Industry Forum ("TCIF"), Electronic Data

Interchange ("EDI") Customer Service Guideline, issue 7, (LSOG Version 1.0), and provide the functionality described in Schedule 10.13.2.

- (b) Service Ordering and Provisioning. Service Orders will be placed by INTRADO COMM and provisioned by CBT in accordance with the procedures described in this Section 10.13 and as agreed by the Implementation Team. Any Service Order activity resulting in primary local exchange carrier changes will comply with the requirements of 47 C.F.R. § 64.1100 and Section 10.9.1.
- (c) Provisioning Support. CBT shall provide provisioning support to INTRADO COMM on the same basis CBT provides to its retail Customers. Provisioning support may be expanded as mutually agreed by the Parties.
- (d) Status Reports. After receipt and acceptance of a Service Order, CBT shall provide INTRADO COMM with service status notices on an exception basis.
- (e) Engineering Support. When requested by INTRADO COMM, CBT shall provide timely engineering support. INTRADO COMM shall pay CBT for the use of its engineering services at charges previously agreed to by INTRADO COMM.
- (f) Requests for Service Changes. When CBT provides installation, CBT's representatives shall inform an INTRADO COMM Customer to contact INTRADO COMM if such Customer requests a service change at the time of installation.
- (g) Non-Interruption of Service. Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, CBT may not initiate any disconnect, suspension or termination of an INTRADO COMM Customer's Resale Service, unless directed to do so by INTRADO COMM by transmission of a Service Order or CBT's receipt of proper authorization to change such Customer's primary local exchange carrier to a carrier other than INTRADO COMM.

10.13 Access to Operations Support Systems Functions ~ Maintenance.

- (a) Maintenance and Repair. CBT will provide access to an electronic interface for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). This interface will be administered through gateways that will serve as a points of contact for the transmission of such data. These gateways will provide for equivalent functionality for maintenance and repair (as such items are defined in this Section 10.13.3) as CBT uses for maintenance and repair of its retail services.

- (b) Maintenance. Maintenance will be provided by CBT as set forth by the Implementation Team and in accordance with the requirements set forth in Sections 10.7 and 10.8 and Schedule 10.13.

10.14 Responsibilities of INTRADO COMM.

10.14.1 INTRADO COMM shall be responsible for providing to its Customers and to CBT a telephone number or numbers that INTRADO COMM's Customers can use to contact INTRADO COMM in the event of service or repair requests. If INTRADO COMM's Customers contact CBT with regard to such requests, CBT shall inform such Customers that they should call INTRADO COMM and will provide INTRADO COMM's contact number to such Customers.

10.14.2 INTRADO COMM shall provide CBT with accurate and complete information regarding INTRADO COMM's Customers in a method reasonably prescribed by CBT to allow CBT to keep its Emergency Telephone Number Service database updated. CBT maintains such a database.

10.14.3 Prior to the Effective Date, INTRADO COMM shall have received and communicated to CBT its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code and its Operating Company Number.

10.14.4 At the time INTRADO COMM requests CBT to make Resale Services available to INTRADO COMM, INTRADO COMM shall provide CBT written notice of the manner in which INTRADO COMM will provide Operator Services and Directory Assistance services to its Customers. If INTRADO COMM elects not to purchase CBT's Operator Service and Directory Assistance services, written notice shall be provided to CBT not less than ninety (90) days before CBT provides Resale Services to INTRADO COMM. Thereafter, if INTRADO COMM elects to provision Operator Services and Directory Assistance services in another manner, INTRADO COMM shall provide CBT not less than ninety (90) days written notice of its intent to do so.

10.15 Responsibilities of CBT. CBT shall provide access to the following services where CBT is the underlying E9-1-1 service provider:

- (i) Universal Emergency Number service, a telephone exchange communication service that includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (ii) Enhanced E9-1-1 ("E9-1-1") service, provides for routing of all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls, as well as additional features, such as selective routing of 9-1-1 calls to a specific PSAP that is selected from the various PSAPs serving Customers within that Central Office area.

- (iii) 911 call routing to the appropriate PSAP. CBT shall provide and validate INTRADO COMM Customer information to the PSAP. CBT shall use its service order process to update and maintain, on the same schedule that it uses for its retail Customers, the INTRADO COMM Customer service information in the ALI/DMS ("Automatic Location Identification/Data Management System") used to support E9-1-1 services.

Both INTRADO COMM and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 911 number, except as provided in any applicable tariff or pursuant to Applicable Law.

10.16 Exchange of Billing Information.

10.16.1 CBT shall provide INTRADO COMM a specific Daily Usage File ("DUF") for Resale Services provided hereunder ("Customer Usage Data"). Such Customer Usage Data shall be recorded by CBT in accordance with EMR standards. CBT shall review the implementation of new standards as appropriate. The DUF shall include specific daily usage, including both Local Traffic and IntraLATA Toll Traffic that CBT currently records, in EMR format, for each individual Resale Service and shall include sufficient detail to enable INTRADO COMM to bill its Customers for Resale Services provided by CBT. CBT will provide to INTRADO COMM, in Schedule 10.16, detailed specifications that will enable INTRADO COMM to develop an interface for the exchange of Customer Usage Data. Procedures and processes, including, but not limited to, those set forth on Schedule 10.16, for implementing the interface will be addressed by the Implementation Team. Except as provided in Section 10.16.4, no other detailed billing shall be provided by CBT to INTRADO COMM.

10.16.2 Interexchange call detail forwarded to CBT for billing, which would otherwise be processed by the IXC, will be returned to the IXC and will not be passed through to INTRADO COMM. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. If INTRADO COMM does not wish to be responsible for 900 and 976 calls, it may order blocking for resold lines. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC.

10.16.3 INTRADO COMM shall be responsible for providing all billing information to its Customers who purchase Resale Services from INTRADO COMM.

10.16.4 CBT shall bill INTRADO COMM for Resale Services provided by CBT to INTRADO COMM pursuant to the provisions of Article XXVII. CBT shall recognize INTRADO COMM as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to INTRADO COMM. The bill will include sufficient data to enable INTRADO COMM to (i) bill all charges to its Customers that are not included as Customer Usage Data and (ii) reconcile the billed charges with the Customer Usage Data.

10.17 Use of Service.

10.17.1 INTRADO COMM, and not CBT, shall be responsible to ensure that its and its Customers' use of the Resale Services complies at all times with Applicable Law. CBT may refuse to furnish or may disconnect Resale Services of INTRADO COMM or, as appropriate, to an INTRADO COMM Customer when:

- (a) An order is issued by a court, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a Resale Service is prohibited by Applicable Law, or
- (b) CBT is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by CBT is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

10.17.2 Termination of Resale Service shall take place after reasonable notice is provided to INTRADO COMM or as ordered by a court.

10.17.3 If communications facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to CBT the written finding of a judge, then upon written request of INTRADO COMM and agreement to pay restoral of Resale Service charges and other applicable charges, CBT shall promptly restore such Resale Service.

10.17.4 To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulation thereunder, Resale Service shall not be used for the purpose of solicitation by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called, a random or sequential number generator that produces numbers to be called, and having the capability, working alone or in conjunction with other equipment, of disseminating a pre-recorded message to the number called and that are calling party- or caller party-controlled, are expressly prohibited.

10.17.5 The Resale Services shall not be used in any manner that interferes with other persons in the use of their Telecommunications Service, prevents other persons from using their Telecommunications Services, or otherwise impairs the quality of service to other carriers or CBT's Customers.

10.17.6 If INTRADO COMM's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or of INTRADO COMM's or CBT's Customers, INTRADO COMM shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

ARTICLE XI
NOTICE OF CHANGES – SECTION 251(c)(5)

If a Party makes (i) a change in its network that will materially affect the interoperability of its network with the other Party or (ii) changes to Operations Support Systems functions that affect the operations of the other Party, the Party making the change shall provide reasonable advance written notice of such change to the other Party within such time period as determined by the FCC or the Commission and their respective rules and regulations.

ARTICLE XII
COLLOCATION – SECTION 251(c)(6)

12.1 Physical Collocation. CBT shall provide to INTRADO COMM Physical Collocation on its Premises for equipment necessary for Interconnection or for access to Bundled Network Elements, except that CBT will provide for Virtual Collocation or Adjacent Collocation of such equipment if Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. CBT shall provide INTRADO COMM Collocation only for the purpose of Interconnection or access to CBT's Network Elements.

12.1.1 CBT shall offer to INTRADO COMM all types of Physical Collocation contemplated by the Act, the FCC or the Commission, including without limitation the following:

12.1.1.1 Cageless Collocation. CBT shall allow INTRADO COMM to collocate INTRADO COMM's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space.

12.1.1.2 Caged Collocation. CBT shall permit INTRADO COMM to collocate INTRADO COMM's equipment and facilities and to require the construction of a cage or similar structure surrounding the collocation space.

12.1.1.3 Shared Collocation. Shared Collocation means INTRADO COMM and another carrier are occupying the same Caged Collocation.

12.1.1.4 Adjacent Collocation. Adjacent Collocation means a collocation arrangement of the type described in Section 12.1.11.

12.1.2 Such Collocation Space, of a size and dimension which is specified by INTRADO COMM and agreed to by CBT, may be Caged Collocation or Cageless Collocation at INTRADO COMM's sole discretion unless expressly prohibited by local statute, ordinance, or regulation. If INTRADO COMM elects to enclose the Collocation Space, CBT, or, at INTRADO COMM's option, a CBT approved Certified Vendor, will design and construct, at INTRADO COMM's expense and pursuant to specifications agreed to by the Parties, a wall or

other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to CBT's use.

12.1.3 Upon request of INTRADO COMM, CBT shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. CBT will inform INTRADO COMM of the types of enclosures available in its application response. INTRADO COMM must provide the local CBT building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, or as specified in **Section 12.15**, CBT will not access INTRADO COMM's locked enclosure prior to notifying INTRADO COMM.

12.1.4 At INTRADO COMM's option and expense, CBT will permit the installation of lockable cabinets for INTRADO COMM's use in INTRADO COMM's collocation space.

12.1.5 INTRADO COMM may share space in its Collocation Space with third parties so long as such third parties are using such space for interconnection with CBT or for access to CBT's unbundled network elements and agree to abide by the same terms and conditions as apply to INTRADO COMM.

12.1.6 INTRADO COMM may share space with other parties that have obtained collocation space from CBT so long as such space is used for collocation with CBT or for access to CBT's unbundled network elements.

12.1.7 Each carrier in a Shared Collocation must arrange directly with CBT for the provision of cross-connections, interconnection facilities and access to unbundled network elements.

12.1.8 CBT shall not impose any minimum square foot requirements for Collocation Space upon INTRADO COMM. INTRADO COMM may request Collocation Space in increments as small as a single bay of equipment.

12.1.9 CBT may permit INTRADO COMM to collocate in any unused space in a central office, serving wire center, building or structure at a CBT Premises. CBT will determine the location of the Collocation Space.

12.1.10 In the event that INTRADO COMM is denied collocation space in a particular CBT Premises, INTRADO COMM, at its request, will be permitted to tour the entire Premises, within 10 days of a request to tour CBT's premises, without charge, to verify lack of space in that particular CBT Premises. In addition:

- (a) CBT shall submit to the state commission, subject to any protective order, detailed floor plans or diagrams of any Premises where CBT claims that Physical Collocation is not practical because of space limitations. These floor plans or diagrams will show what space, if any, CBT or any of its affiliates has reserved for future use, along with a description of future use for the reserved space and the length of time for each reservation, and,

- (b) CBT shall permit a requesting telecommunications carrier to inspect any floor plans or diagrams that CBT provides the Commission, subject to any nondisclosure protections the Commission deems appropriate.

12.1.11 In the event that Physical Collocation space is exhausted in a particular CBT Premises CBT agrees, upon receipt of a written request from INTRADO COMM, to allow INTRADO COMM to use Adjacent Collocation. In providing Adjacent Collocation to INTRADO COMM, CBT shall permit INTRADO COMM to construct or otherwise procure adjacent facilities in a building, controlled environmental vault or similar structure, to the extent technically feasible at a CBT Premises. CBT shall further permit INTRADO COMM to cross-connect its equipment located in an Adjacent Collocation arrangement to CBT facilities, including without limitation unbundled loops, in the CBT Premises, subject only to reasonable safety and maintenance requirements, zoning, and other state and local regulations. CBT and INTRADO COMM agree to negotiate in good faith any additional rates, terms and conditions, if necessary, for such Adjacent Collocation and to complete such negotiations within thirty (30) days of a INTRADO COMM request to CBT to commence such negotiations. If space becomes available for Physical Collocation in a CBT Premises and INTRADO COMM has established an Adjacent Collocation arrangement for that Premises, CBT shall permit INTRADO COMM to continue to utilize its Adjacent Collocation arrangement and will not require INTRADO COMM to migrate from the Adjacent Collocation arrangement to a Physical Collocation arrangement inside the Premises. CBT will not prohibit INTRADO COMM from moving the Adjacent Collocation arrangement into the CBT Premises if space becomes available.

12.1.12 Should INTRADO COMM elect to build a controlled environmental vault at a CBT Premises, INTRADO COMM will arrange with CBT or with a CBT Certified Vendor to construct such a controlled environmental vault. Upon request made by the local CBT building contact, INTRADO COMM will provide such contact with two cards, keys or other access devices to enter a locked vault. Except (i) in cases of emergency or (ii) when CBT has granted INTRADO COMM express permission (written or oral, at INTRADO COMM's discretion), CBT shall not access INTRADO COMM's locked vault.

12.1.12.2 If such Adjacent Collocation Arrangement is within two hundred (200) feet of the CBT central office, serving wire center or building, CBT shall provide INTRADO COMM with power and access to Physical Collocation services and facilities subject to the same nondiscriminatory requirements applicable to any other collocation arrangement. If the Adjacent Collocation Arrangement is more than two hundred (200) feet from the CBT central office, serving wire center or building, CBT shall provide INTRADO COMM with power and access to Physical Collocation services and facilities subject to the same nondiscriminatory requirements applicable to any other collocation arrangement, and INTRADO COMM shall pay any reasonable additional costs to supply power to such locations.

12.1.11.3 In the event that space is exhausted in a particular CBT Premises and Adjacent Collocation at the Premises is not technically feasible, CBT shall permit INTRADO COMM to cross-connect its equipment located elsewhere to CBT facilities in the CBT Premises. The specific rates, terms and conditions for such an arrangement shall be negotiated in good faith by the Parties on an individual case basis.

12.1.12 Within ten (10) calendar days of CBT having first determined in response to a request for collocation that one of its Premises has no space available for Physical Collocation, CBT will post and maintain this information on a publicly accessible Internet web site that indicates the CBT Premises that lack space for Physical Collocation.

12.1.13 CBT will take collocator demand for space into account when renovating existing facilities and constructing or leasing new facilities, and shall indicate the amount of any such space that will be made available to collocators. If CBT determines that no collocation space is available, upon reasonable request by INTRADO COMM, CBT will remove any obsolete unused equipment, if necessary, to provide INTRADO COMM with Collocation Space. CBT shall be permitted to recover the cost of removal and/or relocation of such equipment if CBT incurs expenses that would not otherwise have been incurred (at the time of the request or subsequent thereto) except to increase the amount of space available for collocation (e.g., costs to expedite removal of equipment or store equipment for reuse).

12.1.14 Upon request, CBT must submit to INTRADO COMM within ten (10) calendar days of the submission of the request, a report indicating CBT's available Collocation Space in requested Premises. This report must specify the amount of Collocation Space available at each requested Premises, the number of Telecommunications Carriers collocating at the Premises, and any modifications in the use of the space since the last report. This report must also include measures that CBT is taking to make additional space available for Collocation.

12.2 Virtual Collocation in Physical Collocation Space. Where INTRADO COMM is Virtually Collocated on the Effective Date in a space that was prepared for Physical Collocation, INTRADO COMM may elect to (i) retain its Virtual Collocation on that Premises and expand that Virtual Collocation according to the terms of this agreement and CBT's applicable tariffs or (ii) revert to Physical Collocation, in which case INTRADO COMM shall coordinate with CBT for rearrangement of its transmission equipment and facilities, for which CBT shall impose no conversion charge. All applicable Physical Collocation recurring charges shall apply.

12.3 Virtual Collocation in Virtual Collocation Space. Where INTRADO COMM is Virtually Collocated in a space that was initially prepared for Virtual Collocation, INTRADO COMM may elect to (i) retain its Virtual Collocation in that space and expand that Virtual Collocation according to the terms of this Agreement and CBT's applicable tariffs or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such Premises, in which case INTRADO COMM shall coordinate with CBT the construction and rearrangement of its transmission equipment and facilities, for which INTRADO COMM shall pay CBT at the rates set in the Pricing Schedule. In addition, all applicable Physical Collocation recurring charges shall apply.

12.4 Nondiscriminatory Collocation. Collocation shall be made available to INTRADO COMM by CBT on a nondiscriminatory, first come first serve basis, and otherwise in accordance with the requirements of the Act. The quality of design, performance, features, functions, maintenance and other characteristics of Collocation made available to INTRADO COMM under

this Agreement shall be at parity to that which CBT provides in its network to itself, its subsidiaries, its Affiliates or other persons.

12.5 Eligible Equipment.

12.5.1 INTRADO COMM may Collocate equipment used for interconnection or access to CBT's Network Elements including, but not limited to, the following types of equipment:

- (a) OLTN equipment;
- (b) Multiplexers;
- (c) Digital Cross-Connect Panels;
- (d) Optical Cross-Connect Panels;
- (e) Digital Loop Carrier, including Next Generation Digital Loop Carrier;
- (f) Data voice equipment;
- (g) Equipment used to facilitate hubbing architectures (e.g., SONET terminating equipment used for hubbing);
- (h) Any transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402;
- (i) Equipment used for signal regeneration functions;
- (j) Digital access cross-connect systems ("DACs");
- (k) Digital subscriber line access multiplexers ("DSLAMs");
- (l) ADSL transceiver Units ("ATUs");
- (m) Routers;
- (n) Remote switch modules, and
- (o) Splitters.

12.5.2 For a Virtual Collocation arrangement, INTRADO COMM may designate the make/model and vendor of the equipment necessary for interconnection or access to unbundled network elements. Such equipment must meet the network compatibility standards agreed to by INTRADO COMM and CBT. INTRADO COMM shall be responsible for ordering sufficient quantities of maintenance spares to allow CBT to maintain and repair the INTRADO COMM-

designated equipment under the same time intervals and with the same failure rates as CBT applies to its comparable equipment.

12.5.3 **Restrictions.** INTRADO COMM shall not be permitted to collocate equipment if used solely for switching or to provide enhanced services. All collocated equipment must comply with BellCore National Equipment and Building Specifications (NEBS) Level 1 safety requirements, as well as, any additional safety standards CBT may impose on its own equipment.

12.5.4 Subject to the terms and conditions of this Agreement, CBT shall not restrict the types or vendors of equipment to be installed in virtual and Physical Collocation, unless CBT demonstrates a specific and significant network reliability problem associated with providing interconnection or access at a particular point. CBT may not object to the Collocation of equipment on the grounds that the equipment fails to comply with National Equipment and Building Specifications (NEBS) performance standards. INTRADO COMM shall be responsible for ordering sufficient quantities of maintenance spares for virtually collocated equipment to allow CBT to maintain and repair the INTRADO COMM-designed equipment under the same time intervals and with the same failure rates as CBT applies to its comparable equipment.

12.5.5 INTRADO COMM will be responsible for the payment for all reasonable costs incurred by CBT resulting from INTRADO COMM's change of equipment in physical and virtual collocation. The costs may include (as applicable), but are not limited to:

- (a) the training of CBT's employees for installation, maintenance, repair, and operation of virtually collocated equipment if the equipment is different from the equipment CBT uses in its network, or (ii) the equipment another virtual interconnector uses in that particular virtual collocation location; and
- (b) the modification of CBT's facilities to accommodate INTRADO COMM interconnection equipment for physical and/or virtual collocation.

12.5.6 INTRADO COMM may use Collocated equipment to transport Interconnection or Network Element traffic through one (1) or more CBT Central Offices destined for termination at another CBT Central Office.

12.6 **Transmission Facility Options.** For both Physical Collocation and Virtual Collocation, INTRADO COMM may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from CBT or provide its own or third-party leased fiber optic transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at CBT's Premises.

12.7 **Interconnection with other Collocated Carriers.** Upon written request to CBT, INTRADO COMM shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at CBT's Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier via a Cross-Connection so long as INTRADO COMM's and the other collocating Telecommunications Carrier's collocated equipment are to be used for Interconnection with CBT or for access to CBT's Network Elements (except that

the Parties acknowledge that INTRADO COMM may Collocate equipment necessary to connect to such other collocating Telecommunications Carrier (i.e., a multiplexer) that may not be directly connected to CBT for access to CBT's Network Elements but will connect at some point to CBT's network).

12.8 Interconnection Points and Cables.

12.8.1 CBT shall provide INTRADO COMM an Interconnection point or points physically accessible by both CBT and INTRADO COMM, at which the fiber optic cable (or other necessary facility as per INTRADO COMM's Bona Fide Request) carrying INTRADO COMM's circuits can enter CBT's Premises; provided that CBT shall design Interconnection Points as close as reasonably possible to CBT's Premises.

12.8.2 CBT shall provide at least two (2) such Interconnection points at CBT's Premises at which there are at least two (2) entry points for INTRADO COMM cable facilities, and at which space is available for new facilities in at least two (2) of those entry points.

12.9 Allocation of Collocation Space.

12.9.1 INTRADO COMM may reserve Collocation Space for its future use in CBT's Premises in accordance with the provisions of this section. CBT may retain floor space for the specific future uses of CBT on terms no more favorable to CBT, or any of its Affiliates, than those that apply to INTRADO COMM seeking to reserve Collocation Space for its own future use. CBT shall notify INTRADO COMM in writing if another Telecommunications Carrier requests Collocation Space that is reserved by INTRADO COMM. INTRADO COMM shall, within five (5) Business Days of receipt of such notice, provide CBT either (i) written notice that INTRADO COMM relinquishes such space, or (ii) enforce its reservation of space in accordance with this section. Failure of INTRADO COMM to respond to CBT within the foregoing five (5) Business Day period shall be deemed an election by INTRADO COMM to relinquish such space.

12.9.2 Space for Physical Collocation may be reserved on the following basis:

12.9.2.1 INTRADO COMM may reserve additional space in a CBT Premises in which it has (or is ordering) Physical Collocation for permitted telecommunications-related equipment.

12.9.2.2 A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system ("Reservation Charge").

12.9.2.3 The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being utilized (or ordered) for Interconnection with and/or access to the Network Elements of CBT by INTRADO COMM in the particular Premises.

12.9.2.4 The reservation takes a priority based on the time at which it is made.

12.9.2.5. In the case of an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized by date. The holder(s) of the lowest-priority reservation(s) that, when considering all higher-priority reservations, still represent(s) available space sufficient to fill the order(s) for Physical Collocation (each, an "Option Party") will be given the option of "enforcing" or relinquishing its (their) reservation(s). In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reserved space (in lieu of the non-recurring Reservation Charge) and occupying such space within the time limits specified in Section 12.12.11. The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next-higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

12.9.2.6. If an Option Party decides to enforce its reservation as indicated above, the reservation is relinquished and the reservation payment is forfeited. A new reservation may be activated by payment of another Reservation Charge, but the new reservation will be given a priority based on the time CBT receives the reactivation reservation and payment of another Reservation Charge. The holder(s) of the reservation(s) with the next-higher priority will be required to enforce or relinquish its (their) reservation(s) until such time as all Option Parties have either enforced or relinquished its (their) space reservation(s).

12.9.2.7. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by the reservations of Option Parties with higher priority that have been enforced, the holder's reservation shall be maintained.

12.9.2.8. CBT, and its affiliates, shall enforce its reservation in the same manner in which INTRADO COMM and other collocating Telecommunications Carriers shall be required to enforce their reservations.

12.9.3. CBT shall not be required to lease or construct additional space in a Premises to provide INTRADO COMM Physical Collocation when existing space in such Premises has been exhausted.

12.9.4. INTRADO COMM will provide CBT with a two (2)-year rolling forecast of its estimated requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties. By the end of the third Contract Month after the Effective Date, INTRADO COMM and CBT shall jointly develop a planning process for meeting INTRADO COMM's space and intraoffice facility requirements, which shall include the procedures to be followed for the INTRADO COMM quarterly forecast of anticipated additional power requirements. CBT will attempt to deliver

Collocation pursuant to INTRADO COMM's forecasts to the extent that Collocation space is then available.

12.10 Protection of Service and Property. Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees and agents agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services.

12.10.1 INTRADO COMM shall comply at all times with reasonable security and safety procedures and existing requirements that are established by CBT and communicated to INTRADO COMM.

12.10.2 CBT shall limit access to its Premises to only those individuals to whom (i) CBT has provided keys, or (ii) CBT has provided the access code for card readers where card readers are the sole means of entry into such Premises, as the case may be.

12.10.3 If INTRADO COMM elects to enclose the Physical Collocation Space, access to INTRADO COMM's Collocation Space shall be limited by CBT and INTRADO COMM (i) to employees, agents, contractors, subcontractors, or other representatives of INTRADO COMM, (ii) if applicable, to a INTRADO COMM sub-lessee and such sub-lessee's employees, agents, contractors, subcontractors or other representatives, and (iii) to CBT employees, agents, and contractors to the extent they have the right to access INTRADO COMM's Physical Collocation Space pursuant to this Agreement.

12.10.4 If INTRADO COMM elects Cageless Collocation and the space is in a separate collocation area within the CBT Premises, access to the area in which INTRADO COMM's Physical Collocation Space is located shall be limited by CBT and INTRADO COMM (i) to employees, agents, contractors, subcontractors, or other representatives of INTRADO COMM and any other telecommunications carrier (including, if applicable, any sub-lessee of INTRADO COMM), its agents, contractors, subcontractors or other representatives of such telecommunications carrier collocating equipment in the same common collocation area as INTRADO COMM, and (ii) to CBT employees, agents, and contractors to the extent they have the right to access INTRADO COMM's Collocation Space pursuant to this Agreement.

12.10.5 If INTRADO COMM elects Cageless Collocation and the space is in unused space (not reserved to a separate collocation area) within a CBT Premises, access to the area in which INTRADO COMM's Physical Collocation Space is located shall not be limited by CBT beyond the customary security arrangements that CBT maintains with respect to its own employees, agents, contractors, subcontractors or other representatives.

12.10.6 CBT shall allow INTRADO COMM (i) for INTRADO COMM's Physical Collocation spaces, seven (7)-day, twenty-four (24)-hour access to spaces that house or contain INTRADO COMM equipment or equipment enclosures and CBT shall furnish INTRADO COMM with keys, entry codes, lock combinations, and other materials or information that may be needed to gain entry into any secured INTRADO COMM space, and (ii) for INTRADO COMM's Virtual

Collocated space, access during the applicable Premises' Normal Business Hours to inspect or observe INTRADO COMM equipment.

12.10.7 CBT shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that CBT secures external access to spaces that house CBT's equipment.

12.10.8 Alterations. In no case shall INTRADO COMM or any person acting on behalf of INTRADO COMM make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the CBT Premises without the written consent of CBT, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by INTRADO COMM.

12.11 Subcontractor and Vendor Approval. INTRADO COMM shall select an equipment installation vendor which has been approved as a CBT certified vendor to perform all engineering and installation work required in the Physical Collocation Space. CBT shall provide INTRADO COMM with a list of certified vendors upon request. The certified vendor shall be responsible for installing INTRADO COMM's equipment and components, performing operational tests after installation is complete, and notifying CBT's equipment engineers and INTRADO COMM upon successful completion of installation. The certified vendor shall bill INTRADO COMM directly for all work performed pursuant to this Agreement and CBT shall have no liability for nor responsibility to pay such charges imposed by the certified vendor. CBT shall consider, and shall not unreasonably delay, certifying INTRADO COMM, or vendor of its request, as a certified vendor. Notwithstanding the foregoing, INTRADO COMM may elect to contract to repair or maintain its equipment, with contractors approved by CBT. Approval by CBT will be based on the same criteria CBT uses in approving contractors for its own purposes. For contractors not previously approved by CBT, CBT will provide written approval/disapproval of any INTRADO COMM selected contractor within 20 calendar days. If CBT does not approve the INTRADO COMM selected vendor or contractor, CBT will provide INTRADO COMM the reason for the disapproval in writing.

12.2 Delivery of Collocated Space.

12.2.1 CBT shall provide INTRADO COMM with a single point of contact for all inquiries regarding Collocation. INTRADO COMM shall request space for Collocation by delivering a written request to CBT. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities INTRADO COMM will require for such space, (iv) the equipment to be housed in such space, (v) INTRADO COMM's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate INTRADO COMM's Collocated equipment, (vii) the specific level of diversity for fiber (or other facility as per INTRADO COMM's Bona Fide Request) and power cabling to and from the Collocated space and (viii) the date on which INTRADO COMM intends to initiate service from such space.

12.12.2 Unless parties agree otherwise or if CBT has requested and received relief from the Commission for an extraordinary number of collocation applications, CBT shall notify INTRADO COMM in writing within eight (8) Business Days of receiving INTRADO COMM's request for Collocation as to whether the application is acceptable and if the requested space is available. CBT's response will advise INTRADO COMM of the specific deficiencies in the application. If space is not available for Physical Collocation, CBT shall specify in its notice to INTRADO COMM when space for Physical Collocation will be made available to INTRADO COMM and shall offer to INTRADO COMM Adjacent Collocation or Virtual Collocation Space. INTRADO COMM must cure any deficiencies in its collocation application and resubmit the application within ten (10) calendar days after being advised of such deficiencies to retain its position in the collocation queue.

12.12.2.1 CBT shall not object to or deny the submitted INTRADO COMM Collocation application(s) (a) on the basis of the functionality of specific equipment INTRADO COMM desires to collocate without first proving to the Commission that the equipment will not actually be used, at least in part, by INTRADO COMM for the purpose of obtaining Interconnection or access to UNES; (b) on the basis of the safety standards of equipment INTRADO COMM desires to collocate without providing INTRADO COMM within five (5) calendar days of the objection or denial a list of all equipment installed within the Premises in question together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that CBT contends INTRADO COMM's equipment fails to meet; or (c) on the basis that collocation arrangement is not technically feasible without providing written justification to INTRADO COMM for that decision within five (5) calendar days of the objection or denial.

12.12.3 Should CBT determine that the amount of space available is less than that requested by INTRADO COMM or is differently configured, INTRADO COMM has the option of applying for this space by amending its application to reflect the actual space available within the specified time frame specified in Section 12.12.2.

12.12.4 Delivery of Physical Collocation Space.

12.12.4.1 If space for Physical Collocation is immediately available at the time of INTRADO COMM's request, CBT shall include in its notice to INTRADO COMM (i) the space to be provided and (ii) when CBT can deliver the space to INTRADO COMM.

12.12.4.2 Upon receiving the written notification of the availability of Collocation space from CBT, INTRADO COMM shall send written verification whether it still requires each Collocation space requested on INTRADO COMM's application for which space is available. This written verification is INTRADO COMM's firm order for service for each Collocation space requested.

12.12.4.3 CBT and INTRADO COMM shall have a joint planning meeting (which may be held by telephone) and, at INTRADO COMM's option, an initial walkthrough of such space, after CBT's receipt of INTRADO COMM's firm order. CBT shall, after the joint planning meeting and/or initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of INTRADO COMM that will be billed as

extraordinary expenses and provide for a parallel installation sequence. At such meeting, the Parties will agree to the design of the collocation space and the equipment configuration requirements.

12.12.4.3.1 In the event INTRADO COMM materially modifies its request, such modifications must be submitted to CBT in writing and a firm order date reestablished.

12.12.4.3.2 CBT will complete all design work following the joint planning meeting. If CBT needs to reevaluate INTRADO COMM's application as a result of changes requested by INTRADO COMM to INTRADO COMM's original application, then CBT will charge INTRADO COMM a fee based upon the additional engineering hours required to do the reassessment. Any material changes such as requesting additional space or adding additional equipment may require INTRADO COMM to resubmit the application with an application fee.

12.12.4.4 After the joint planning meeting and/or initial walkthrough, CBT shall provide to INTRADO COMM a written proposal that covers INTRADO COMM's requirements for the space and details the associated requirements and the applicable charges required to meet INTRADO COMM's specific request and the expected service date.

12.12.4.5 INTRADO COMM will be responsible for a pro-rata share of any Central Office Buildout Costs and extraordinary costs (collectively "COBO Charges"), as determined in accordance with the Act, incurred by CBT to prepare the Collocation space for the installation of INTRADO COMM's equipment, and for extraordinary costs to maintain the Collocation space for INTRADO COMM's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable plant facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standard AC system or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinance. CBT will charge for these costs on a time-sensitive or time-and-materials basis. An estimate of such costs as determined in accordance with the Act, will be provided to INTRADO COMM prior to commencing such work.

12.12.4.6 INTRADO COMM shall acknowledge acceptance of CBT's written proposal, including applicable charges, by signing it and returning a copy to CBT within seven (7) calendar days after receipt. INTRADO COMM's written verification shall be accompanied by INTRADO COMM's payment of forty percent (40%) of all applicable COBO Charges (the "Initial COBO Payment"). This seven (7) calendar day deadline must be met in order for the collocation space to be delivered in the time frame shown in Section 12.12.5, below. If INTRADO COMM fails to meet this deadline, the provisioning interval will begin on the date the INTRADO COMM provides the signed proposal and the Initial COBO Payment. COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Upon receipt of INTRADO COMM's signed proposal and initial COBO payment, CBT will begin the work and charge INTRADO COMM for the actual time and material needed to complete the modifications, plus a reasonable contribution to CBT's common costs. In no case will actual charges exceed those estimated by more than ten percent (10%). Delayed payment of the Initial COBO Payment may delay the actual service date. Material changes (e.g., increase in floor space or

additional equipment added) to the request may require additional application(s) by INTRADO COMM and additional response(s) prepared by CBT. Such material changes shall toll the interval for construction while the additional response is being prepared.

12.12.4.7 So long as INTRADO COMM has a satisfactory credit rating with CBT for the twelve (12)-month period preceding the date of INTRADO COMM's request for Collocation, INTRADO COMM shall pay the COBO charges as follows:

Initial COBO Payment:	40% of COBO charges
Delivery by CBT of confirmation that construction of space is fifty percent (50%) complete:	40% of COBO charges
Completion of space conditioning:	20% of COBO charges

If INTRADO COMM's credit rating is not satisfactory within the aforementioned period, INTRADO COMM's method of payment of the COBO charges shall be in accordance with the provisions of CBT's applicable tariff.

12.12.5 Unless parties agree otherwise or if CBT has requested and received relief from the Commission, CBT shall deliver to INTRADO COMM the requested space, subject to the requirements shown in Section 12.12.4.6, (such date of delivery referred to as the "Delivery Date"), as follows:

12.12.5.1 If INTRADO COMM has properly forecast its collocation demands, CBT shall deliver to INTRADO COMM the requested physical collocation space within 76 business days (roughly, 105 calendar days) when conditioned space is available.

12.12.5.2 If INTRADO COMM has properly forecast its collocation demands and provisioning arrangements involve major construction or special applicant requirements, CBT shall deliver to INTRADO COMM the requested physical collocation space within 91 business days (roughly, 126 calendar days).

12.12.5.3 The provisioning intervals in Sections 12.12.5.1 and 12.12.5.2, above, may be extended by CBT, as follows:

- (a) If collocation space is not readily available, CBT may extend the provisioning intervals by 20 business days (roughly, 28 calendar days);
- (b) If INTRADO COMM has not provided an accurate and timely forecast of its collocation demands, CBT may extend the provisioning intervals by 60 calendar days.
- (c) If (1) collocation space is not readily available, and (2) INTRADO COMM has not provided an accurate and

timely forecast of its collocation demands, CBT may extend the provisioning intervals by 88 calendar days.

12.12.5.4 CBT shall deliver augments to existing collocation arrangements to INTRADO COMM within 45 business days (roughly, 63 calendar days) of receiving INTRADO COMM's application.

12.12.6 Upon INTRADO COMM request, INTRADO COMM may have reasonable access to its designated collocation space while CBT prepares the space for collocation. CBT shall provide positive confirmation to INTRADO COMM when construction of INTRADO COMM Collocated space is fifty percent (50%) completed. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date.

12.12.7 If CBT does not provide INTRADO COMM with Collocated space by the Delivery Date and such delay is caused directly by CBT's actions or its failure to act (and not by a INTRADO COMM Delaying Event), INTRADO COMM shall receive a credit of 1/90th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.

12.12.8 After completion of construction but prior to occupancy, INTRADO COMM and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than thirty (30) calendar days after the walkthrough. The correction by CBT of any exceptions noted by INTRADO COMM, from INTRADO COMM's original request for collocation (as modified by any changes requested by INTRADO COMM), shall be at CBT's expense and shall be subject to an additional walkthrough and acceptance by INTRADO COMM.

12.12.9 INTRADO COMM shall pay the incremental cost incurred by CBT as the result of any INTRADO COMM Change Order applicable to construction of Physical Collocation space.

12.12.10 CBT may begin billing INTRADO COMM for recurring charges for the Collocated space on the Occupancy Date, which shall mean the date on which (i) the Parties have completed the acceptance walkthrough of INTRADO COMM's Physical Collocation Space and (ii) no material exceptions for such space have been noted or remain outstanding.

12.12.11 INTRADO COMM shall vacate the Collocated space if another eligible carrier has requested collocation and no other space is available to fulfill such request and either (x) INTRADO COMM fails to install within ninety (90) calendar days of the Occupancy Date the equipment necessary for Interconnection and/or access to unbundled Network Elements to be housed in such space or (y) INTRADO COMM fails to Interconnect to the CBT network within one hundred and fifty (150) calendar days of the Occupancy Date. If INTRADO COMM is required to vacate the space pursuant to this section, INTRADO COMM shall vacate such space within ninety (90) calendar days of the earliest to occur of the foregoing events. If, after vacating a space, INTRADO COMM still requires Collocation in that Premises, INTRADO COMM shall be required to submit a new request for Collocation.

12.12.12 The Parties shall identify at least one contact for each Party, including name(s) and telephone number(s), responsible for the following areas relating to Collocation:

1. Engineering;
2. Physical and Logical Security;
3. Provisioning;
4. Billing;
5. Operations;

DRAFT

6. Site and Building Managers; and
7. Environmental and Safety.

12.12.13 The Parties shall also establish an escalation process which includes names, telephone numbers and escalation order for each Party in order to resolve disputes that may arise pursuant to the Parties' Collocation of equipment hereunder.

12.13 Terms of Collocation. Collocation will be subject to the following provisions:

12.13.1 Each Party will be responsible for notifying the other Party of any significant outages of a Party's equipment that could impact any services offered by the other Party and provide estimated clearing time for restoration.

12.13.2 The Parties shall coordinate to ensure that services are installed in accordance with the service request.

12.13.3 Each Party is responsible for testing, if necessary, with the other Party to identify and clear a trouble when the trouble has been sectionalized (isolated) to a service provided by that Party.

12.13.4 Before beginning installation, replacement or removal work for equipment and/or facilities located within the Collocation space, INTRADO COMM shall obtain CBT's written approval of INTRADO COMM's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities, which approval shall not be unreasonably withheld or delayed. CBT may make reasonable request for additional information before granting approval and may reasonably require scheduling changes. INTRADO COMM shall indicate on the drawings provided by CBT, pursuant to Section 12.15, INTRADO COMM's plans for equipment to be installed in the Collocation space prior to commencing installation.

12.13.5 CBT shall have the right to inspect INTRADO COMM's completed installation of equipment and facilities prior to INTRADO COMM turning up such equipment and facilities. INTRADO COMM shall provide written notification to CBT when INTRADO COMM has completed its installation of equipment and facilities in the Collocation space, and CBT shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify INTRADO COMM that CBT is not exercising its right to inspect such Collocation space at that time and that INTRADO COMM may turn up its equipment and facilities. Failure of CBT to either inspect the Collocation space or notify INTRADO COMM of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by CBT not to inspect such Collocation space. INTRADO COMM shall have the right to be present at such inspection, and if INTRADO COMM is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of INTRADO COMM's Collocated equipment and facilities, INTRADO COMM shall modify its installation to achieve compliance prior to turning up its equipment and facilities.

12.13.6 CBT shall have the right to make periodic inspections of INTRADO COMM's equipment and facilities occupying a Collocation space and associated entrance conduit

and riser space. CBT will notify INTRADO COMM in writing not less than two (2) Business Days in advance of such inspections, and INTRADO COMM shall have the right to be present at the time of such inspection. If INTRADO COMM is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of INTRADO COMM's Collocated equipment and facilities, INTRADO COMM must modify its installation to achieve compliance.

12.14 Terms of Virtual Collocation.

12.14.1 If INTRADO COMM requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and INTRADO COMM elects Virtual Collocation, and such Virtual Collocation is available at the time of INTRADO COMM's request, CBT shall include in its notice to INTRADO COMM (i) the space to be provided and (ii) when CBT can deliver the space to INTRADO COMM.

12.14.2 CBT and INTRADO COMM will have an initial walkthrough of the Collocated space to be provided to INTRADO COMM for Virtual Collocation on the date that is the earlier of (i) ten (10) Business Days after CBT's verification of the Virtual Collocation space to be provided to INTRADO COMM and (ii) fourteen (14) calendar days after CBT's receipt of INTRADO COMM's request for Virtual Collocation.

12.14.3 CBT shall deliver to INTRADO COMM the requested space on or before the later of (i) seventy-five (75) calendar days from CBT's receipt of INTRADO COMM's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for CBT to deliver to INTRADO COMM such space within seventy-five (75) days (such date of delivery referred to as the "Delivery Date") and CBT notified INTRADO COMM of this fact within ten (10) calendar days from CBT's receipt of INTRADO COMM's request.

The Virtual Collocation space requested by INTRADO COMM will be made available to INTRADO COMM at CBT, as follows:

12.14.4.1 CBT shall allow periodic inspections of Virtual Collocation space where INTRADO COMM equipment is located upon reasonable advance notification.

12.14.4.2 CBT shall ensure that all applicable alarm systems (e.g., power) that support INTRADO COMM equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified and notification shall be sent to INTRADO COMM as soon as reasonably possible.

12.14.4.3 Virtual Collocation shall be provided in accordance with the terms and conditions of Tariff F.C.C. No. 35, Section 17.11, provided, however, if any provision of such tariff is inconsistent with the Act, the Act shall govern.

12.14.4.4 CBT shall provide positive confirmation to INTRADO COMM when construction of INTRADO COMM Collocated space is fifty percent (50%) completed. This

confirmation shall also include confirmation of the scheduled completion date and the Delivery Date.

12.14.4.5 After completion of construction and on or before the Delivery Date, INTRADO COMM and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than thirty (30) days after the walkthrough. The correction by CBT of any exceptions noted by INTRADO COMM, from INTRADO COMM's original request for collocation (as modified by any changes requested by INTRADO COMM), shall be at CBT's expense and shall be subject to an additional walkthrough and acceptance by INTRADO COMM.

12.15 Common Requirements. The following requirements shall be applicable to both Physical and Virtual Collocation:

12.15.1 CBT shall provide interoffice point-to-point facilities (e.g., DS0, DS1 and DS3), where available, as required by INTRADO COMM to meet INTRADO COMM's needs for placement of equipment, interconnection, or provision of service. INTRADO COMM may purchase either (i) Dedicated Transport from CBT, or (ii) the functional equivalent of Dedicated Transport from another source, for the purpose of transporting traffic between a INTRADO COMM Collocation Space and any other location specified by INTRADO COMM, including without limitation CBT Central Office(s), other CBT locations, or any INTRADO COMM or third party network facilities. INTRADO COMM may order such interoffice facilities prior to CBT turning over the Collocation Space to INTRADO COMM. CBT shall provide to INTRADO COMM all numbers and information necessary for INTRADO COMM to submit on its orders for network elements or trafficked services, including Carrier Facility Assignment, fourteen (14) calendar days prior to collocation turn-over.

12.15.2 CBT shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1 and DS3 rates pursuant to mutual agreement of the Parties.

12.15.3 INTRADO COMM may provide basic telephone service with a connection jack for the Collocated space. Upon request of INTRADO COMM, CBT will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

12.15.4 CBT shall provide adequate lighting, ventilation, power, heat, air conditioning and other environmental conditions for INTRADO COMM's space and equipment having the size and capacity agreed upon by INTRADO COMM and CBT. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.

12.15.5 CBT shall provide access, where available, to eyewash stations, shower stations, bathrooms and drinking water within the Collocated facility on a twenty-four (24)-

hours-per-day, seven (7)-days-per-week basis for INTRADO COMM personnel and its designated agents.

12.15.6 CBT shall provide ingress and egress of fiber cabling to INTRADO COMM Collocated spaces. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation.

12.15.7 From time to time CBT may require access to the Physical Collocation Space. CBT retains the right to access such space for the purpose of installing equipment and building modifications (e.g., running, altering or removing rackings, ducts, electrical wiring, HVAC, and cables). Except in cases of emergency, CBT will give INTRADO COMM two (2) Business Days notice when access to the Physical Collocation Space is required. INTRADO COMM may elect to be present whenever CBT performs work in the Physical Collocation Space. CBT will work with INTRADO COMM to ensure that any equipment or building modifications performed by CBT do not have a materially adverse effect on any of the services INTRADO COMM provides. Notification of any emergency related activity shall be made as soon as practicable after CBT learns that such emergency activity is necessary.

12.15.8 INTRADO COMM shall not be required by CBT to relocate its equipment during the Initial Term or any Renewal Term. If INTRADO COMM, at CBT's request, agrees to relocate its equipment, then CBT shall reimburse INTRADO COMM for any and all costs reasonably associated with such relocation.

12.15.9 Should CBT sell or lease Premises or any portion thereof to a third person during the Initial Term or any Renewal Term, CBT shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

12.15.10 Power, as referenced in this section, refers to any electrical power source supplied by CBT for INTRADO COMM equipment. It includes all superstructure, infrastructure and overhead facilities, including cableable racks and bus bars. CBT will supply power to support INTRADO COMM equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. CBT shall supply power to INTRADO COMM at parity with that provided by CBT to itself or to any third person. If CBT performance, availability or restoration falls below industry standards, CBT shall bring itself into compliance with such industry standards as soon as technologically feasible.

12.15.11 Subject to space limitations and INTRADO COMM's compliance with the applicable request process and payment requirements of this Agreement, CBT shall provide power, as specified in INTRADO COMM's collocation request, to meet INTRADO COMM's reasonable needs for placement of equipment, Interconnection or provision of service.

12.15.12 Both INTRADO COMM's power equipment and CBT's power equipment supporting INTRADO COMM's equipment shall comply with applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power

requirement specifications for equipment installation, cabling practices and physical equipment layout.

12.15.13 CBT will provide INTRADO COMM with written notification within five (5) Business Days of any scheduled AC or DC power work or related activity in the Collocated facility that poses a reasonable risk of or causes an outage or any type of power disruption to INTRADO COMM equipment located in the CBT facility. CBT shall provide INTRADO COMM prompt notification by telephone of any emergency power activity.

12.15.14 Power plant alarms and cabling shall adhere to Bellcore Network Equipment Building Systems (NEBS) Standard TR-EOP-000067.

12.15.15 CBT shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

12.15.16 CBT shall, within ten (10) calendar days after receipt of the initial COBO Payment for Physical Collocation or within ten (10) calendar days after the initial walkthrough for Virtual Collocation, provide INTRADO COMM with a copy of any existing drawings showing INTRADO COMM's proposed Collocation space and any related CBT facilities, and provide information relating to measurements for necessary INTRADO COMM cabling that are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as CBT charges other Telecommunications providers for the provision of the requested drawings and information, INTRADO COMM shall reimburse CBT for the costs, if any, incurred by CBT to provide INTRADO COMM with such drawings and information.

12.15.17 **Termination.** INTRADO COMM may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to CBT. Upon termination of such occupancy, INTRADO COMM, at its expense, shall remove its equipment and other property from the Physical Collocation Space. INTRADO COMM shall have thirty (30) days from the termination date to complete such removal; provided, however, that INTRADO COMM shall continue payment of monthly fees to CBT until such date as INTRADO COMM has fully vacated the Physical Collocation Space. Should INTRADO COMM fail to vacate the Physical Collocation Space within thirty (30) days from the termination date, CBT shall have the right to remove the equipment and other property of INTRADO COMM at INTRADO COMM's expense and with no liability for damage or injury to INTRADO COMM's property unless caused by the gross negligence or intentional misconduct of CBT or any CBT employee, agent, representative, subcontractor or consultant.

12.15.18 If the whole of a Collocation Space shall be taken or such portion of the Premises shall be taken such that the Collocation Space is rendered unsuitable for its permitted use by any public authority under the power of eminent domain, then this Agreement shall terminate as to that Collocation Space only, as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by CBT of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. Such proportionate refund shall be INTRADO

COMM's sole and exclusive remedy and INTRADO COMM shall have no entitlement to any portion of the amount CBT receives as compensation for the property taken under power of eminent domain. If any part of the Collocation Space shall be taken under eminent domain, CBT and INTRADO COMM shall each have the right to terminate this Agreement as to that Collocation Space only, and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

12.15.19 INTRADO COMM may elect to provide and install or to provide and have CBT install INTRADO COMM-owned, or INTRADO COMM-leased fiber entrance facilities to the Collocation Space from either INTRADO COMM interoffice facilities or from the point of interconnection (either "Entrance Location"). CBT will designate the Entrance Location in proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, pursuant to Section 12.8.

12.15.20 INTRADO COMM will provide and place cable at the Entrance Location of sufficient length to be pulled through conduit and into the splice location. INTRADO COMM will provide a sufficient length of the retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the INTRADO COMM's equipment in the Collocation Space. INTRADO COMM will notify CBT ten (10) calendar days in advance before placing the entrance facility cable in the manhole. INTRADO COMM is responsible for maintenance of the entrance facilities.

12.15.21 INTRADO COMM may utilize spare capacity on an existing INTRADO COMM entrance facility for the purpose of providing an entrance facility to another INTRADO COMM collocation arrangement within the same CBT Premises.

12.15.22 INTRADO COMM is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by INTRADO COMM in the Physical Collocation Space. Without limitation of the foregoing provisions, INTRADO COMM will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cables; (2) equipment; and (3) associated equipment which may be required within the Physical Collocation Space to the points of interconnection.

12.15.23 In no case shall INTRADO COMM or any person acting on behalf of INTRADO COMM make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the CBT Premises without the written consent of CBT, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by INTRADO COMM.

12.16 Additional Physical Collocation Requirements. The following additional requirements shall be applicable to Physical Collocation only:

12.16.1 Subject to space limitations and INTRADO COMM's compliance with the applicable request process and payment requirements for the space, CBT shall provide space, as requested by INTRADO COMM, to meet INTRADO COMM's needs for placement of equipment necessary for Interconnection and access to Network Elements.

12.16.2 CBT shall allow requests for contiguous space in increments as small as a single bay of equipment if the space is not subject to outstanding requests by other Telecommunications Carriers.

12.16.3 Other than reasonable security restrictions, CBT shall place no restriction on access to the INTRADO COMM Collocated space by INTRADO COMM's employees and designated agents. Such space shall be available to INTRADO COMM designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those CBT places on its own personnel or independent contractors.

12.16.4 For each building in which Collocated space is provided and upon request by INTRADO COMM for that building, CBT will provide INTRADO COMM with information known to it concerning environmental, health and safety conditions.

12.16.5 INTRADO COMM shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service INTRADO COMM's Physical Collocation Space. Upon request, CBT will provide INTRADO COMM with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by INTRADO COMM.

12.16.6 INTRADO COMM shall not require advance approval from CBT to make improvements or alterations to the Collocated equipment configuration that are not substantial and do not require additional power.

12.16.7 Central Office power supplied by CBT into the INTRADO COMM equipment area shall be supplied in the form of fixed power feeds from CBT's power distribution board to INTRADO COMM's BDU located in or near the INTRADO COMM equipment area. The power feeders (cables) shall be sized to economically support the requested quantity and capacity of INTRADO COMM equipment. The termination location shall be as mutually agreed upon by the Parties.

12.16.8 CBT power equipment supporting INTRADO COMM's equipment shall:

12.16.8.1 Provide appropriate Central Office ground, connected to a ground electrode located within the INTRADO COMM Collocated space, at a level above the top of INTRADO COMM equipment plus or minus two (2) feet to the left or right of INTRADO COMM's final request and

12.16.8.2 Provide feeder capacity and quantity to support the ultimate equipment layout for INTRADO COMM equipment upon completion of the equipment node construction in accordance with INTRADO COMM's request for Collocation.

12.17 Indemnification. INTRADO COMM shall indemnify and hold harmless CBT for any damage or Loss to CBT's personnel or property (including CBT's Premises and any equipment contained therein), and for any damage or Loss to third parties for which CBT may be held responsible, which is caused by the presence of INTRADO COMM's equipment and/or personnel in

CBT's Premises. CBT shall indemnify and hold harmless INTRADO COMM for any damage or Loss to INTRADO COMM's property collocated in CBT's Premises which is caused by the Fault of CBT.

12.18 Pricing. The prices charged to INTRADO COMM for Collocation are set forth in the Pricing Schedule.

12.19 Cancellation. INTRADO COMM may cancel its bona fide firm order for Collocation space at any time prior to occupancy. If INTRADO COMM cancels its order for the Collocation Space(s), INTRADO COMM will reimburse CBT for any reasonable and demonstrable expenses actually incurred by CBT up to and including the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount INTRADO COMM would have otherwise paid for work undertaken by CBT if no cancellation of the order had occurred. CBT shall refund to INTRADO COMM any monies previously paid by INTRADO COMM but not expended by CBT less any reasonable and demonstrable expenses incurred by CBT.

ARTICLE XIII **NUMBER PORTABILITY – SECTION 751(b)(2)**

13.1 Provision of Local Number Portability. Both INTRADO COMM and CBT shall jointly cooperate to implement all applicable requirements for Local Number Portability as set forth in the Act, FCC rules and regulations, and the rules and regulations of the Public Utilities Commission of Ohio. Specific rules, regulations, and rates for Local Number Portability (LNP) Query Service are available in CBT's Access Service Tariff FCC No. 35, Section 13.3.9.

13.1.1 Conventions. For purposes of this Article XIII, Party A means the Carrier from which a telephone number is Ported, and Party B means the carrier to which a telephone number is ported.

13.1.2 The Parties agree that as part of either carrier's implementation of LNP in an existing switch or in the process of deploying a new switch, the Parties shall cooperate in joint testing for the implementation of LNP.

13.1.3 The use of LNP shall not subject either Party or its Customers to any degradation of service compared to the other Party and its Customers as measured by any relevant performance standard, including transmission quality, switching, and transport costs, increased call set-up time and post-dial delay. Both Parties shall act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP due to abnormal conditions. Both Parties agree to begin default queries, as necessary, only after the first telephone number in a LNP-capable NXX has actually been ported.

13.1.4 Both Parties shall provide updates to the LERG at least forty-five (45) days prior to the LNP effective date and will identify the portable switches and NXXs. All NXXs assigned to LNP-capable switches are to be designated as portable unless a NXX has otherwise been

designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular, and wireless services; codes assigned for internal testing and official use; codes assigned to mass calling on a choked network; and any other NXX codes required to be designated as non-portable by the rules of the FCC or Commission. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

13.2 Procedures for Providing LNP

The Parties shall follow the Local Number Portability provisioning process recommended by the North American Numbering Council ("NANC") and adopted by the FCC. In addition, the Parties agree to follow the Local Number Portability ordering procedures established at the Ordering and Billing Forum ("OBF").

13.2.1 The Parties shall work cooperatively to port Customer's telephone number(s) using LNP.

13.2.2 Party B will provide Party A with an Order Confirmation ("FOC") for each port order by 5:00 p.m. of the next Business Day after Party B's receipt of that order. The FOC must contain Party B's commitment date for order completion ("Committed Due Date"), which shall be within three (3) days after issuance of the FOC, or within a different time interval agreed upon by the Implementation Team, unless Party A requested a longer interval.

13.2.3 Order Rejections. Party B shall reject and return to Party A by 5:00 p.m. of the next Business Day any order that Party B cannot provision, and in its reject notification provide error code(s) identifying any and all errors and/or reasons for which the order was rejected.

13.2.4 When a telephone number is ported from Party A's network using LNP, Party A shall remove any non-proprietary line-based calling cards associated with the ported number(s) from its LIDB. Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or the Customer.

13.2.5 When a Customer of Party A ports their telephone number(s) to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it's available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line prior to the due date of the porting activity. When the ten digit unconditional trigger is not available, the Parties must coordinate the disconnect activity.

13.2.6 The Parties shall include the Jurisdictional Information Parameter ("JIP") in the Initial Address Message ("IAM") that contains the LERG-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

ARTICLE XIV
DIALING PARITY – SECTION 251(b)(3)

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

ARTICLE XV
DIRECTORY LISTINGS -- SECTION 251(b)(3) AND DIRECTORY ASSISTANCE LISTINGS

15.1 Directory Listings.

15.1.1 CBT, as publisher of its White Pages, will include Primary Listings of INTRADO COMM's resale directory Customers in its White Pages, and shall cause its publisher to include primary listings of INTRADO COMM's directory customers in its Published Yellow Pages Directories under the following terms and conditions:

15.1.1.1 CBT will publish the Primary Listing of INTRADO COMM Directory Customers located within the geographic scope of its White Pages directory and will recover costs for both resale and facility based customers in accordance with the Act.

15.1.1.2 Listings of INTRADO COMM Directory Customers shall be interfiled with listings of Customers of CBT and other LECs serving the same geographic area where such listings are included within a directory.

15.1.1.3 CBT shall provide INTRADO COMM with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall make their best efforts to ensure the accurate listing of such information.

15.1.1.4 CBT or its Publisher must receive all Primary Listings of INTRADO COMM Directory Customers prior to the service order close date for the directory in which those listings are to appear. CBT or its Publisher will provide INTRADO COMM with appropriate service order close dates within thirty (30) days of this information becoming available.

15.1.1.5 CBT may include, at a rate consistent with the Act, Primary Listings of INTRADO COMM Directory Customers provided to CBT or its Publisher in other directories published by the Publisher.

15.1.1.6 Nothing in this Agreement shall restrict CBT's and its Publisher's authority from altering the geographic scope, directory life, headings, content or format of the directories. CBT and its Publisher will provide information on such alterations at the same time such information is provided to CBT.

15.1.1.7 CBT, shall include, in the customer information section of its White Pages Directory, information about INTRADO COMM services, including addresses and

telephone numbers for INTRADO COMM Customer service. The form and content of such customer information shall be provided by INTRADO COMM to CBT prior to the close date for the customer information section. The charge for the listing of such information will be calculated on the same basis as the charges paid by CBT for similar listings. CBT shall maintain editorial rights as well as control of the format and design of these pages. INTRADO COMM will work directly with the publisher to include customer information in the publisher's Yellow Page Directory

15.1.2 Listing and Listing Updates. INTRADO COMM will provide INTRADO COMM Directory Customer Primary Listings and Listing Updates to CBT or its Publisher on a non-exclusive basis as follows:

15.1.2.1 INTRADO COMM shall provide its INTRADO COMM Directory Customer Primary Listings to CBT or its Publisher in a mutually agreeable form and format. INTRADO COMM acknowledges that CBT or its Publisher may impose a charge for changes to INTRADO COMM Directory Customer Primary Listings previously provided by INTRADO COMM to CBT or its Publisher; however, in no event shall such charge be greater than the amount CBT charges its Customers and such charge shall be calculated in the same manner as Publisher charges CBT for such charge.

15.1.2.2 Within (2) Business Day of installation, (unless changed by the Commission in the MTSS) disconnection or change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of an INTRADO COMM Directory Customer, INTRADO COMM shall provide Listing Updates to CBT in a form and format acceptable to CBT.

15.1.2.3 INTRADO COMM will cooperate with CBT or its Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of INTRADO COMM's Listing Updates to CBT or its Publisher, which process shall be available for joint testing within (6) months of the Effective Date.

15.1.2.4 Subject to the rules, guidelines, and regulations of the Commission, Publisher or CBT may sell or license the use of Customer Listings, or Listing Updates to third parties without the prior written consent of INTRADO COMM, provided, however, that neither Publisher nor CBT will:

- (a) disclose non-listed name and address information to any third person, except as may be necessary to undertake delivery of directories or to perform other services contemplated under this Agreement;
- (b) disclose to any third person the identity of a Customer's or resale Customer's LEC;
- (c) sell or license such Customer listing information sorted by carrier; or
- (d) disclose listing information for individual cases where INTRADO COMM has notified CBT.

15.1.3 Directories Delivery. CBT will provide initial and secondary (replacement, additional or New Line orders) delivery of CBT's White Page Directory and shall cause its Publisher to provide initial and secondary (replacement additional or New Line orders) delivery of Yellow Page Directories to INTRADO COMM Directory Customers under the same terms and conditions that CBT delivers to its Customers. Timing of such delivery and determination of which Telephone Directories shall be delivered (by customer address, NPA NXX or other criteria) and the number of Telephone Directories to be provided per Customer, shall be provided under the same terms that CBT delivers Telephone Directories to its own local service Customers. Upon directory publication, CBT will arrange for the distribution of the directory to INTRADO COMM Customers in the directory coverage area and shall recover directory delivery costs through resale and facilities based Customers in accordance with the Act.

15.1.4 Nondiscriminatory Formats. CBT shall make available to INTRADO COMM Customers the same White Pages formats and shall cause its publisher to make available the same Yellow Pages format that CBT and its publisher provides to its retail Customers, at the same rates, terms and conditions.

15.2 Directory Assistance Listings. INTRADO COMM will provide CBT during the term of this Agreement its DA listings. DA listings provided to CBT by INTRADO COMM under this Agreement will be used and maintained by CBT for providing Telecommunications Services, and may be disclosed to third parties only for the purpose of providing Telecommunications Service to those parties.

15.2.1 CBT shall provide unbundled and non-discriminatory access to the subscriber records used by CBT to create and maintain databases for the provision of live or automated operator assisted Directory Assistance ("DA Input Data"). INTRADO COMM or its Directory Assistance Service Customers may use such DA Input Data for the purpose of providing Directory Assistance service via a live operator or automated services in response to specific end user requests for such information or any other Telecommunications Service pursuant to the Act.

15.2.1.1 CBT shall not be required to provide non-published telephone numbers; however, CBT shall provide a 10-digit string which contains the NPA, NXX, and the last four digits masked, and name and address of the non-published party with an indication that the telephone number is non-published.

15.2.1.2 All DA Input Data shall be provided in the format as specified in "Directory Assistance Data Information Exchanges and Interfaces" below or in Telcordia standard F20 format. CBT shall provide INTRADO COMM with lists of community abbreviations and common word abbreviations used in the DA Input Data necessary in order to allow INTRADO COMM to interpret the data. No other tables used by CBT to search or reference the DA Input Data will be provided to INTRADO COMM. INTRADO COMM is responsible for developing its own methods and procedures for accessing the DA Input Data and for training its DA operators to use the DA Input Data.

15.2.1.3 CBT shall provide to INTRADO COMM, as soon as technically practicable, all DA Input Data that resides in CBT's master subscriber system file via an electronic data transfer medium such as Network Data Mover (NDM) or in a magnetic tape format, at rates to be determined in accordance with the Act. Both the initial data and all subsequent data shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

15.2.1.4 INTRADO COMM or its Directory Assistance service subcontractor shall take all necessary and reasonable precautions to protect the integrity of the DA Input Data and to protect the proprietary nature of any nonpublished information. Under no circumstances shall INTRADO COMM or its Directory Assistance service subcontractor use the DA Input Data for any marketing purpose or to select or identify in any manner potential customers to receive any marketing information. Under no circumstances shall INTRADO COMM or its Directory Assistance service subcontractor use the DA Input Data for the purpose of publishing a directory in any format, including any end-user electronic on-line directory service. Nothing herein shall be construed to prohibit INTRADO COMM from publishing a directory pursuant to Section 22(e) of the Act, so long as the DA Input Data is not used for such purpose. INTRADO COMM or its Directory Assistance service subcontractor shall not permit any unaffiliated third party with whom it has not contracted to provide a local Directory Assistance service to use the DA Input Data or any information extracted therefrom.

15.2.1.5 The DA Input Data will not include independent and competitive LEC listings unless the parties can reach an amicable resolution between themselves or the Commission determines otherwise, whichever occurs first.

15.2.1.6 CBT shall provide INTRADO COMM with updates to the DA Input Data using the agreed transfer medium on the same date that they are provided to CBT's local DA Operations.

15.2.1.7 All updates to the DA Input Data shall be provided to INTRADO COMM at INTRADO COMM's expense through an electronic data transfer medium, magnetic tape format or other mutually agreed format. INTRADO COMM shall be responsible for performing its own data reconciliation and integrating such updates into its master database.

15.2.1.8 Data must include all levels of indentation and all levels of information agreed upon by the Implementation Team.

15.2.1.9 CBT shall provide complete refresh of the DA Input Data at INTRADO COMM's expense upon two weeks notice by INTRADO COMM.

15.2.1.10 INTRADO COMM will designate a technically feasible point at which the DA Input Data will be provided. INTRADO COMM shall pay all costs

of delivery of CBT's DA Input Data from its existing location to the technically feasible point designated by INTRADO COMM.

15.2.1.11 INTRADO COMM shall provide CBT with INTRADO COMM's DA Input Data in the same form, on the same terms and with the same timeliness as CBT provides INTRADO COMM with CBT's DA Input Data.

15.2.2 The Implementation Team will address the following issues:

15.2.2.1 Directory Assistance Database

(a) DA Input Data Exchanges and Interfaces

(b) Data Processing Requirements

15.2.2.2 See Schedule 15 for Directory Assistance Database Information Exchanges and Interfaces.

ARTICLE XVI

ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS 251(2)(4) AND 254

16.1 Structure Availability.

16.1.1 CBT shall make available, to the extent it may lawfully do so, access to poles, ducts, conduits and Rights-of-way (individually and collectively, "Structure") owned or controlled by CBT for the placement of INTRADO COMM's telecommunications equipment and related facilities ("Attachments"). Poles, ducts and conduits include entrance facilities (including building access) and conduit riser space; manholes; telephone equipment closets; and other infrastructure used by CBT to place telecommunications distribution facilities. "Rights-of-way" includes easements, licenses or any other right, whether based upon grant, reservation, contract, law or otherwise, to use property if the property is used for distribution facilities. The availability of CBT Structure to INTRADO COMM's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 16.20, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which CBT owns and controls Structure or interests therein.

16.1.2 CBT will not make Structure available: (1) where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, and (2) an Attachment cannot be accommodated based upon nondiscriminatorily applied considerations of safety, reliability or engineering principles. For purposes of this Article XVI, "Insufficient Capacity" means the lack of space available on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for

access based upon insufficient Capacity, CBT will, in good faith, explore potential accommodations with INTRADO COMM. If CBT denies a request by INTRADO COMM for access to its Structure for Insufficient Capacity, safety, reliability or engineering reasons, CBT will provide INTRADO COMM a detailed, written reason for such denial (i) as soon as practicable but in any event within forty-five (45) days of the date of such request if CBT has actual or constructive knowledge of the reasons for such denial or (ii) promptly upon CBT's receipt of such reasons for denial if such reasons are not known until after the expiration of such forty-five (45)-day period.

16.2 Franchises, Permits and Consents. INTRADO COMM shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the CBT Structure it uses.

16.3 Access and Modifications. Where necessary to accommodate a request for access of INTRADO COMM, CBT will modify its Structure in order to accommodate the Attachments of INTRADO COMM as set forth in this **Section 16.3**, unless (i) CBT has denied access as described in **Section 16.1.2**, and/or (ii) because CBT may not lawfully make the Structure available. CBT may permit INTRADO COMM to conduct Field Survey Work or Make-Ready Work itself or through its own contractors in circumstances where CBT is unable to complete such work in a reasonable time frame.

16.3.1 Before commencing the work necessary to provide such additional capacity, CBT will notify all other parties having Attachments on the Structure of the proposed modification to the Structure. The modification to accommodate INTRADO COMM may, at CBT's option, include modifications required to accommodate other attaching parties, including CBT, that desire to modify their Attachment.

16.3.2 If INTRADO COMM requests access to a CBT Right-of-way where CBT has no existing poles, CBT shall not be required to construct new poles, conduits or ducts, or to bury cable for INTRADO COMM but shall be required to make the Right-of-way available to INTRADO COMM to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if CBT desires to extend its own Attachments, CBT will construct Structure to accommodate INTRADO COMM's Attachments.

16.3.3 The costs of modifying a Structure to accommodate INTRADO COMM's request, the request of another attaching party or the needs of CBT shall be borne by INTRADO COMM, the other requesting party or CBT, respectively, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of modification proportionately with the party initiating the modification. An attaching party, including CBT, with a pre-existing Attachment to the Structure to be modified to accommodate INTRADO COMM shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including CBT, uses the modification to bring its Structure or Attachments into compliance with applicable safety or other requirements specified in **Section 16.6**, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party or CBT with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of

rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party. If an attaching party, including CBT, makes an Attachment to the facility after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

16.3.4 All modifications to CBT's Structure will be owned by CBT. INTRADO COMM and other parties, including CBT, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modification from parties subsequently seeking Attachment to the modified structure. Any necessary procedures with respect to a Party's recovery of its proportionate share of the value of any modification shall be as prescribed by the Implementation Team.

16.4 Installation and Maintenance Responsibility. INTRADO COMM shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by CBT or other attaching parties. Work performed by INTRADO COMM on, in or about CBT's Structure shall be performed by properly trained competent workmen skilled in the trade. CBT will specify the location on the Structure where INTRADO COMM's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. INTRADO COMM shall construct each Attachment in conformance with the permit issued by CBT for such Attachment. Other than routine maintenance and service wire Attachments, INTRADO COMM shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. INTRADO COMM shall provide CBT with notice before entering any Structure for construction or maintenance purposes.

16.5 Emergency Repairs. In the event of a service-affecting emergency, CBT shall begin repair of its facilities containing INTRADO COMM's Attachments as soon as reasonably possible after notification by INTRADO COMM.

16.6 Installation and Maintenance Standards. INTRADO COMM's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, Bellcore Construction Practices, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

16.7 Implementation Team. The Implementation Team to be formed pursuant to **Article XVIII** shall develop cooperative procedures for implementing the terms of this **Article XVI**. The Parties, through the Implementation Team, shall develop mutually agreeable intervals for completion of process steps in providing INTRADO COMM access to CBT's Structure and appropriate penalties for failure to timely complete process steps for which fixed or negotiated intervals have been assigned. CBT will provide INTRADO COMM with access to information regarding the provision of access to CBT's Structure which will be sufficient for INTRADO COMM to verify that CBT is providing INTRADO COMM with access to its Structure that is comparable to that provided by CBT to itself, its subsidiaries, affiliates and other persons requesting access to CBT's Structure.

16.8 Access Requests. Any request by INTRADO COMM for access to CBT's Structure shall be in writing and submitted to CBT's Structure Leasing Coordinator. CBT may not unreasonably limit the number and scope of requests from INTRADO COMM being processed at any one time and may prescribe a reasonable non-discriminatory process for orderly administration of such requests. INTRADO COMM's Attachment to CBT's Structure shall be pursuant to a permit issued by CBT for each request for access.

16.9 Unused Space. Excepting maintenance ducts as provided in Section 16.10 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned or controlled by CBT shall be available for the Attachments of INTRADO COMM, CBT or other providers of Telecommunications Services or cable television systems. INTRADO COMM may not reserve space on CBT Structure for its future needs. CBT shall not reserve space on CBT Structure for the future need of CBT nor permit any other person to reserve such space. Notwithstanding the foregoing, INTRADO COMM may provide CBT with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

16.10 Maintenance Ducts.

16.10.1 One duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. Maintenance ducts shall be made available to INTRADO COMM for maintenance purposes if it has a corresponding attachment.

16.10.2 Where a spare innerduct does not exist, upon the mutual agreement of the Parties, CBT shall allow INTRADO COMM to install an innerduct in CBT conduit.

16.11 Applicability. The provisions of this Agreement shall apply to all CBT Structure now occupied by INTRADO COMM.

16.12 Other Arrangements. INTRADO COMM's use of CBT Structure is subject to any valid, lawful and non-discriminatory arrangements CBT may now or hereafter have with others pertaining to the Structure.

16.13 Cost of Certain Modifications. If at the request of a governmental entity, third person, court or Commission or property owner, CBT moves, replaces or changes the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities.

16.14 Maps and Records. CBT will provide INTRADO COMM, at INTRADO COMM's request and expense, with access to and copies of maps, records and additional information relating to its Structure within the time frames agreed upon by the Implementation Team; provided that CBT may redact any proprietary information (of CBT or third parties) contained or reflected in any such maps, records or additional information before providing such information to INTRADO COMM. Upon request, CBT will meet with INTRADO COMM to clarify matters relating to maps, records or additional information. CBT does not warrant the accuracy or completeness of information on any maps or records.

16.15 INTRADO COMM Access. INTRADO COMM shall provide CBT with notice before entering any CBT Structure.

16.16 Occupancy Permit. INTRADO COMM occupancy of Structure shall be pursuant to a permit issued by CBT for each requested Attachment. Any such permit shall terminate (a) if INTRADO COMM's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated, (b) if INTRADO COMM has not placed and put into service its Attachments within one hundred eighty (180) days from the date CBT has notified INTRADO COMM that such Structure is available for INTRADO COMM's Attachments, and such delay is not caused by an CBT Delaying Event, (c) if INTRADO COMM ceases to use such Attachment for any period of one hundred eighty (180) consecutive days, (d) if INTRADO COMM fails to comply with a material term or condition of this Article XVI and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from CBT or (e) if CBT ceases to have the right or authority to maintain its Structure or any part thereof, which INTRADO COMM has Attachments. If CBT ceases to have the right or authority to maintain its Structure, or any part thereof, to which INTRADO COMM has Attachments, CBT shall (i) provide INTRADO COMM notice within ten (10) Business Days after CBT has knowledge of such fact and (ii) not require INTRADO COMM to remove its Attachments from such Structure prior to CBT's removal of its own attachments. CBT will provide INTRADO COMM with at least sixty (60) days written notice prior to (x) terminating a permit or notice to an INTRADO COMM Attachment or removal thereof for a material breach of the provisions of this Article XVI, any increase in the rates for Attachments to CBT's Structure permitted by the terms of this Agreement, or (z) any modification to CBT's Structure to which INTRADO COMM has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency. If INTRADO COMM surrenders its permit for any reason (including forfeiture under the terms of this Agreement), but fails to remove its Attachments from the Structure within one hundred eighty (180) days after the event requiring INTRADO COMM to surrender such permit, CBT shall remove INTRADO COMM's Attachments at INTRADO COMM's expense.

16.17 Inspection. CBT may make periodic inspections of any part of the Attachments of INTRADO COMM located on CBT Structures. Inspections shall be made to (i) ensure that INTRADO COMM's Attachments have been constructed in accordance with the applicable permit and do not violate any other attaching party's rights on the Structure and (ii) ensure that INTRADO COMM's Attachments are subject to a valid permit and conform to all applicable standards as set forth in Section 252(d) of the Act. INTRADO COMM shall reimburse CBT for any costs of such inspections incurred by CBT (as required by Section 252(d) of the Act and approved by the Commission). Except in cases involving safety, damage to Attachments or reported violations of the terms of this Agreement, compliance inspections shall not be made more often than once every five (5) years. When reasonably practicable to do so, CBT shall provide prior written notice to INTRADO COMM of such inspections.

16.18 Damage to Attachments. Both INTRADO COMM and CBT will exercise precautions to avoid damaging the Attachments of the other or to any CBT Structure to which INTRADO COMM obtains access hereunder. Subject to the limitations in Article XXVI, the Party damaging the Attachments of the other shall be responsible to the other therefore.

16.19 Charges. CBT's charges for Structure provided hereunder shall be determined in compliance with the regulations to be established by the FCC pursuant to Section 224 of the Act. Prior to the establishment of such rates, CBT's charges for Structure will be (i) those listed in CBT's Pole and Anchor, Attachment and Conduit Occupancy Accommodations Tariff, PUCO No. 1, if the particular type of Structure is included therein, or (ii) if the particular type of Structure is not included in the above Tariff, those of the lowest existing contract available to an attaching party in the State of Ohio, including any affiliate of CBT. The charges as of the Effective Date are set forth in the Pricing Schedule and CBT reserves the right to periodically adjust such charges consistent with the foregoing. A reasonable deposit shall be required for map preparation, make-ready surveys and Make-Ready Work.

16.20 Nondiscrimination. Except as otherwise permitted by applicable Law, access to CBT owned or controlled Structure shall be provided to INTRADO COMM on a basis that is nondiscriminatory to that which CBT provides to itself, its affiliates, Customers, or any other person.

16.21 Interconnection.

16.21.1 Upon request by INTRADO COMM, CBT will permit the interconnection of ducts or conduits owned by INTRADO COMM in CBT manholes.

16.21.2 Except where required herein, requests by INTRADO COMM for interconnection of INTRADO COMM's Attachments in or on CBT Structure with the Attachments of other attaching parties in or on CBT Structure will be considered on a case-by-case basis and permitted or denied based on applicable standards set forth in this Article XVI for reasons of insufficient Capacity, safety, reliability and engineering. CBT will provide a written response to INTRADO COMM's request within forty-five (45) days of CBT's receipt of such request.

16.21.3 INTRADO COMM shall be responsible for the costs of any Make-Ready-Work required to accommodate any interconnection pursuant to this Section 16.21.

16.22 Cost Imputation. CBT will impute costs consistent with the rules under Section 224(g) of the Act.

16.23 Structure Leasing Coordinator. Requests for access to CBT Structure shall be made through CBT's Structure Leasing Coordinator, who shall be INTRADO COMM's single point of contact for all matters relating to INTRADO COMM's access to CBT's Structure. The Structure Leasing Coordinator shall be responsible for processing requests for access to CBT's Structure, administration of the process of delivery of access to CBT's Structure and for all other matters relating to access to CBT's Structure.

16.24 State Regulation. The terms and conditions in this Article XVI shall be modified as necessary through negotiation between the Parties to comply with the laws of the state of Ohio applicable to Structure. Until the terms and conditions of this Article XVI are renegotiated accordingly, the laws of the state of Ohio shall supersede any provision of this Article XVI that is inconsistent with Ohio state law.

16.25 Abandonments, Sales or Dispositions. CBT shall notify INTRADO COMM of the proposed abandonment, sale, or other intended disposition of any Structure.

ARTICLE XVII SERVICE PERFORMANCE MEASUREMENT AND CREDITS

17.1 Service Performance Records and Reporting

17.1.1 Records. To determine CBT's compliance with the Interconnection Performance Benchmarks, Network Element Performance Benchmarks, and Resale Performance Benchmarks, CBT shall maintain separate records for the performance criteria listed in Schedules 3.7, 9.10 and 10.9. The performance results will be categorized into one of the following three reporting entities: (1) performance activities CBT provides to itself, its subsidiaries and affiliates (the "Providing Party's Records"); (2) to other LECs (the "Other LEC Records"); and (3) to INTRADO COMM (the "INTRADO COMM Records").

17.1.2 Reporting. CBT shall provide INTRADO COMM for each calendar month (the "Reporting Period"), by the last day of the following month, the records described in Section 17.1.1. These records will be used to determine CBT's compliance with the Performance Benchmarks and for purposes of determining Service Credits, if applicable.

17.1.3 Records and Reporting Reservations and Conditions. The Parties acknowledge that the following will apply:

The "Other LEC Records" shall be provided to INTRADO COMM on an aggregate basis without showing the performance of the individual LECs.

The "Other LEC Records" shall be provided to INTRADO COMM in a manner that preserves the confidentiality of each other LEC and any LEC's proprietary information (including CPNI).

(c) It may be necessary to alter the reporting requirements during the course of this Agreement. If CBT's regulated service standards change, then CBT reserves the right to change the affected measurements accordingly. To the extent that the Parties are unable to agree on any requested changes, either Party may submit requests for changes pursuant to the Bona Fide Request process.

17.2 Service Credits

17.2.1 INTRADO COMM is eligible for "Incident Related Service Credits" and "Non-Performance Service Credits" in accordance with the provisions described in this Section 17.2.

17.2.2 **Limitations:** CBT is only responsible for the credit situations and amounts specified in this agreement. CBT is not responsible for any additional credits, in excess of the ones stated in this agreement, that INTRADO COMM grants its Customers even if the underlying incident was caused by CBT's performance under this agreement. CBT will not be required to grant INTRADO COMM a Service Credit if CBT's failure to meet or exceed the Performance Benchmarks is caused, directly or indirectly, by a Delaying Event. If a Delaying Event prevents or delays CBT from performing a certain function or action that affects a Performance Activity, then such occurrence shall be excluded from the calculation of CBT's Performance and the determination of any applicable Resale Service Credits. CBT will still attempt to complete the Performance Activity within the stated interval (lengthened for the duration of the delay), but will not include such activity in the computation of performance and determination of Resale Service Credits.

17.2.3 Interconnection Trunk Service Credits

17.2.3.1 **Missed Installation.** CBT will waive the non-recurring installation charge for individual service orders for Interconnection trunks if CBT fails to complete by the scheduled due date (absent any Delaying Event) if it was scheduled in accordance with the intervals indicated in Schedule 3.7. In addition, the effective date of the recurring billing will not start until the day the installation is complete.

17.2.3.2 **Service.** CBT will provide a credit for Interconnection trunks, as defined in Schedule 3.7, that are out of service for more than 24 hours.

17.2.4 Resale and Unbundled Element Service Credits

17.2.4.1 INTRADO COMM is eligible for "Incident Related Service Credits" as described in Schedule 17.2.4 and in accordance with the provisions described in this Section 17.2. Credits described in this Section 17.2.4 shall be CBT's obligation as an "underlying carrier" under Rule 4901 and will be the sole source of credits for CBT's nonperformance.

17.2.4.2 **Procedure for obtaining credits:** On a monthly basis, INTRADO COMM will submit to CBT a proposed list of the Incident Related Service Credits that INTRADO COMM feels are due. CBT will review the list and research/validate the credits proposed by INTRADO COMM. If CBT does not agree with certain credits, then INTRADO COMM and CBT will discuss the details of each case and resolve them per the criteria in this agreement. The following conditions will apply:

- (a) The proposed list of credits submitted by INTRADO COMM must contain the following information for each individual credit: (1) identification information (subscriber telephone number, circuit id, etc.); (2) pertinent dates relating to the credit (e.g. request date, completion date); (3) the applicable interval contained in this agreement; (4) the actual duration of the incident causing the credit; (5) the credit amount requested by INTRADO COMM from CBT; (6) the amounts used in determining the credit (e.g. for a 50 hour repair: one-third of the

- subscribers monthly local service charge of \$21 equals a credit of \$7.)
- (b) In determining the credits for Resale, the standard recurring/non-recurring rates (in effect at the time of the incident) paid by the end Customer of INTRADO COMM (rather than what INTRADO COMM pays CBT) will be used in computing the credit.
 - (c) INTRADO COMM must request credits within three months of the incident. No credits for incidents older than three months will be considered.
 - (d) CBT will have three weeks to perform its review and validation of any proposed credits.

17.2.5 Non-Performance Service Credits

17.2.5.1 CBT will grant INTRADO COMM a "Non-Performance Service Credit" if all of the following criteria are met:

- (a) CBT's performance on a "Performance Category", as defined in Section 17.2.5.2 and 17.2.5.3, is below 90% for three consecutive months or any four non-consecutive months within a rolling twelve month period,

- (b) For the Performance Category reflected in Schedule 3.7, any month in which the number of incidences in a Performance Category causing CBT's performance to be below 90% is not more than two will not be considered for purposes of Section 17.2.5.1(a).

For the Unbundled Network Elements Performance Category reflected in Schedule 5.10, the number of Unbundled Network Elements ordered by INTRADO COMM for the month in question meets or exceed 200 elements. If the number of elements ordered by INTRADO COMM in the month is less than 200, then those elements will be carried forward into the next month, according to the terms in Section 17.2.5.5, for purposes of performance measurement,

- (d) For the Resale Performance Category reflected in Schedule 10.9, the number of resale performance activities completed for INTRADO COMM for the month in question meets or exceed 200 elements. If the number of elements ordered by INTRADO COMM in the month is less than 200, then those elements will be carried forward into the next month, according to the terms in Section 17.2.5.5, for purposes of performance measurement.

- (e) The "credit triggering" performance was not caused by a Delaying Event as defined in this Agreement

17.2.5.2 The only "Performance Categories" that will be used for this agreement for the purpose of determining Non-Performance Service Credits are as follows:

- (a) Interconnection as specified in Schedule 3.7
(b) Unbundled Network Elements as specified in Schedule 9.10
(c) Resale as specified in Schedule 10.9.

17.2.5.3 The performance for each of these three Performance Categories will be measured for purposes of Section 17.2.5.1(a) based on the total number of occurrences of the activities contained in the entire schedule rather than the individual ones, items, or categories within a schedule. To compute the performance for the category, the total cumulative activities (on the entire performance benchmark schedule) completed within their respective intervals for the month will be summed and then divided by the total cumulative number of opportunities during the month.

17.2.5.4 If a non-performance credit is due, per the criteria in Section 17.2.5.1, then the amount will be determined by the "triggering" performance results as follows:

- (a) If the performance for each of the "credit triggering" three consecutive or four non-consecutive months is less than 90% but greater than 80% the credit will be \$5,000.

If the performance for one of the "credit triggering" three consecutive or four non-consecutive months is less than 80%, the credit will be \$10,000.

If the performance for two or more of the "credit triggering" three consecutive or four non-consecutive months is less than 80%, the credit will be \$15,000.

17.2.5.5 If the minimum number of Performance Activities is not met in a month per Section 17.2.5.1, then the activities will be carried into the next month or subsequent months until the cumulative total meets or exceeds the minimum levels specified in Section 17.2.5.1. Once the monthly cumulative total for a Performance Category meets or exceeds the minimum level, then (a) the cumulative performance for the month will be measured for purposes of determining Non-Performance Service Credits according to Section 17.2.5, and (b) the counting of the Performance Activities for the Performance Category will start over again the next month.

Performance Activities that are carried forward into the next month will be treated, for performance measurement purposes, as having occurred in the month into which they carried forward. With respect to Section 17.2.5.1, the term "months" as referred to in "three consecutive months" and "four non-consecutive months within a rolling twelve month period" will mean months in which the

cumulative Performance Activities within a Performance Category meet or exceed the minimum levels specified in Section 17.2.5.1 (c) or (d).

ARTICLE XVIII

IMPLEMENTATION TEAM

The Parties hereby agree to the formation of an Implementation Team which shall be composed of representatives of both Parties for the purpose of: developing and implementing policies and procedures to promote effective and efficient performance for the benefit of each Party's Customers and each other; promoting reliable forecasting of future and capital needs associated with the performance of this Agreement; coordinating planning of new, expanded, modified or altered network features, functions and capabilities; and, developing appropriate standards by which to evaluate the quality and timeliness of performance. Within thirty, (30) days of the execution of this Agreement, each Party shall designate, in writing, no more than three (3) persons to be permanent members of this Implementation Team, provided that either Party may include, in Team meetings or Team activities, such technical specialists or other persons as may be reasonably required to address a specific task, matter or subject. Each Party shall give its representatives on the Implementation Team direct access to those persons who have authority to make decisions on behalf of such Party and bind such Party, provided, however, where decisions must be escalated from the Implementation Team for resolution, such escalation shall occur within five (5) days. Within sixty (60) days from the execution of this Agreement, the Parties shall have conducted the first Team meeting and identified a schedule and procedures for the purpose of satisfying the objectives of this Article XVIII. Such procedures shall include the process by which issues shall be resolved by the Team. The Parties understand and agree that it is not possible, as of the date this Agreement is executed, to list or define all the needs, resources and capabilities that may be required to efficiently and effectively accomplish the objectives of this Agreement. It is the specific intent of the Parties that the Team created by this Article XVIII shall provide the flexibility that shall be required to allow this Agreement to dynamically adapt the relationship of the Parties as circumstances warrant or as otherwise required.

ARTICLE XIX

GENERAL RESPONSIBILITIES OF THE PARTIES

19.1 Compliance with Implementation Schedule. Each of CBT and INTRADO COMM shall use its best efforts to comply with the Implementation Schedule.

19.2 Compliance with Applicable Law. Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, decisions, injunctions, judgments, awards and decrees ("**Applicable Laws**") (not subject to an effective stay) that relate to its obligations under this Agreement.

19.3 Necessary Approvals. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property

owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

19.4 Environmental Hazards. Each Party will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by such Party and its contractors and agents. "Hazardous Substances" includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.

19.5 Forecasting Requirements.

19.5.1 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections necessary for traffic completion to and from all Customers in their respective designated service areas.

19.5.2 Thirty (30) days after the Effective Date, and every January and July thereafter during the term of this Agreement, each Party shall provide the other Party with a rolling, eighteen (18) calendar-month binding forecast of its traffic and volume requirements for the Interconnection and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Any underforecast by INTRADO COMM that is off by more than twenty percent (20%) will be considered a "Delaying Event". In the event of an overforecast by INTRADO COMM that is off by more than twenty percent (20%), and if CBT can demonstrate excess capacity it has placed in its network because of INTRADO COMM's overforecast, CBT shall be entitled to pursue a claim against INTRADO COMM for its losses resulting from such excess capacity. Notwithstanding Section 20.1, the Parties agree that each forecast provided under this Section 19.5.2 shall be deemed Proprietary Information under Article XX.

19.6 Certain Network Facilities. Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network using industry standard format and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 19.5.1 and 19.5.2. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

19.7 Traffic Management and Network Harm.

19.7.1 Each Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public-switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.

19.7.2 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall be used only when mutually agreed by the Parties.

19.7.3 The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public-switched network.

19.7.4 Neither Party shall use any product or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with any person in the use of such person's Telecommunications Service, prevents any person from using its Telecommunications Service, impairs the quality of Telecommunications Service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's equipment.

19.8 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at its Party's expense all insurance required by Applicable Law, general liability insurance in the amount of at least \$10,000,000 and worker's compensation insurance in accord with statutory limits. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

19.9 Labor Relations. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement. In the event of a labor dispute and to the extent permitted by Applicable Law, a Party shall attempt to minimize impairment of service to the other Party, but in any event, to the extent a given service is affected by a labor dispute, CBT shall treat all Customers of such service, including itself, its subsidiaries and affiliates, equally.

19.10 Good Faith Performance. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

19.11 Responsibility to Customers. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

19.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary facilities.

19.13 Cooperation. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

19.14 NXX Code Administration. Each Party is responsible for administering NXX codes assigned to it.

19.15 LERG Listings. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

19.16 LERG Use. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

19.17 Switch Programming. Each Party shall program and update its own Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

CBT will provide INTRADO COMM with a listing, and any future updates to:

- 1) Switch Network ID Information;
- 2) Local calling area data.

19.18 Transport Facilities. Each Party is responsible for obtaining transport facilities sufficient to handle traffic between its network and the other Party's network. Each Party may provide the facilities itself, order them through a third party, or order them from the other Party.

ARTICLE XX PROPRIETARY INFORMATION

20.1 Definition of Proprietary Information.

20.1.1 "Proprietary Information" means:

- (a) all proprietary or confidential information of a Party or its affiliates (a "Disclosing Party") including specifications, drawings, sketches, business information, forecasts, records (including each Party's records regarding Performance Benchmarks), Customer Proprietary Network Information, Customer Usage Data, audit information, models, samples, data, system interfaces, computer programs and other software and documentation, including any and all information subject to any intellectual property rights of such Party, that is furnished or made available or otherwise disclosed to the

other Party pursuant to this Agreement ("Receiving Party") and, if written, is marked "**Confidential**" or "**Proprietary**" or by other similar notice or if oral or visual, is identified as "**Confidential**" or "**Proprietary**" at the time of disclosure; and

- (b) any portion of any notes, analyses, data, compilations, studies, interpretations, programs, or other documents or works prepared by or on behalf of any Receiving Party to the extent the same contain, reflect, are derived from, or are based upon, any of the information described in subsection (a) above (such portions of such notes, analyses, etc. referred to herein as "**Derivative Information**").

20.1.2 The Disclosing Party will use its reasonable efforts to follow its customary practices regarding the marking of tangible Proprietary Information as "**confidential**", "**proprietary**", or other similar designation, but the failure to mark or otherwise designate any information described in this Section 20.1 as confidential or proprietary shall not affect its status as Proprietary Information. Provided, however, that the Receiving Party shall have no liability for disclosure of Proprietary Information prior to receiving notice that information which should be marked pursuant to Section 20.1.2 and that is not so marked as Proprietary Information. The Parties agree that the designation in writing by the Disclosing Party that information is confidential or proprietary shall create a presumption that such information is confidential or proprietary to the extent such designation is reasonable. If the Receiving Party disputes the designation of information as Proprietary Information, it may challenge such designation in any relevant proceeding, provided, that until a decision is rendered by a court or the Commission that such information is not Proprietary Information, the Receiving Party shall continue to treat such information as Proprietary Information.

20.1.3 Notwithstanding the provisions of this Article XX, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information ("CPNI") of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed "**Proprietary Information**" of that Party. A Party may only use CPNI consistent with the Act and the appropriate authorization from the Customer.

20.2 Disclosure and Use.

20.2.1 Each Receiving Party agrees that, from and after the Effective Date:

- (a) all such Proprietary Information communicated or discovered, whether before, on or after the Effective Date, in connection with this Agreement shall be held in confidence to the same extent as such Receiving Party holds its own confidential information; provided, that such Receiving Party shall not use less than a reasonable standard of care in maintaining the confidentiality of such information;

- (b) it will not, and it will not permit any of its employees, contractors, consultants, agents or affiliates to disclose such Proprietary Information to any other third person;
- (c) it will disclose Proprietary Information only to those of its employees, contractors, consultants, agents and affiliates who have a need for it in connection with the use or provision of services required to fulfill this Agreement;
- (d) it will, and will cause each of its employees, contractors, consultants, agents and affiliates to use such Proprietary Information only to effectuate the terms and conditions of this Agreement and for no other purpose;
- (e) it will cause each of its affiliates to execute individual confidentiality agreements containing the same restrictions as this Article XX; and
- (f) it will, and will cause each of its employees, contractors, consultants, agents and affiliates, to use such Proprietary Information to create only that Derivative Information necessary for such Receiving Party's compliance with Applicable Law or performance under the terms of this Agreement.

20.2.2 Any Receiving Party to disclose Proprietary Information to its employees, contractors, consultants, agents or affiliates shall be responsible for any breach of this Agreement by any of its employees, contractors, consultants, agents or affiliates and such Receiving Party agrees to use its reasonable efforts to restrain its employees, contractors, consultants, agents or affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information and to assist the Disclosing Party in its efforts to protect such information from disclosure. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect.

20.2.3 Proprietary Information shall not be reproduced by any Receiving Party in any form except to the extent necessary to comply with the provisions of Section 20.3 and (ii) reasonably necessary to perform its obligations under this Agreement. All such reproductions shall bear the same copyright and proprietary rights notices as are contained in or on the original.

20.2.4 This Section 20.2 shall not apply to any Proprietary Information which the Receiving Party can establish to have:

- (a) been disclosed by the Receiving Party with the Disclosing Party's prior written consent;
- (b) become generally available to the public other than as a result of disclosure by a Receiving Party;

- (c) been independently developed by a Receiving Party by an individual who has not had knowledge of or direct or indirect access to such Proprietary Information;
- (d) been rightfully obtained by the Receiving Party from a third person without knowledge that such third person is obligated to protect its confidentiality; provided that such Receiving Party has used all commercially reasonable efforts to determine whether such third person has any such obligation; or
- (e) been obligated to be produced or disclosed by applicable Law; provided that such production or disclosure shall have been made in accordance with this Article XX.

20.2.5 Except as expressly provided, nothing in this Article XX shall be construed as limiting the rights of either Party with respect to its Customer information under any Applicable Law, including Section 222 of the Act.

20.3 Government Disclosure.

20.3.1 If a Receiving Party desires to disclose or provide to the Commission, the FCC or any other governmental authority any Proprietary Information of the Disclosing Party, such Receiving Party shall, prior to and as a condition of such disclosure, (i) provide the Disclosing Party with written notice and the form of such proposed disclosure as soon as possible but in any event early enough to allow the Disclosing Party to protect its interests in the Proprietary Information to be disclosed and (ii) attempt to obtain in accordance with the applicable procedures of the intended recipient of such Proprietary Information an order, appropriate protective relief or other reliable assurance that confidential treatment shall be accorded to such Proprietary Information. Nothing herein shall prevent the Receiving Party from contesting the status of information as Proprietary Information. It is treated in such fashion until a decision is rendered that such information is not Proprietary Information as set forth in Section 20.1.2.

20.3.2 If a Receiving Party is required by any governmental authority or by Applicable Law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the Disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or waive the Receiving Party's compliance with this Section 20.3 with respect to all or part of such requirement.

20.3.3 The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to seek pursuant to this Section 20.3. In the absence of such relief, if the Receiving Party is legally compelled to disclose any Proprietary Information, then the Receiving Party shall exercise all commercially reasonable efforts to preserve the confidentiality of the Proprietary Information, including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

20.4 Ownership.

20.4.1 All Proprietary Information shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the later of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

20.4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the later of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement (including any applicable Transition Period).

20.4.3 The Receiving Party may at any time either return to the Disclosing Party or, with the written consent of the Disclosing Party, destroy Proprietary Information.

20.4.4 If destroyed, all copies shall be destroyed and, upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

20.5 Available Remedies. Each Party agrees that any breach by either Party or any of its Representatives of any provisions of this Article XX will cause immediate and irreparable injury to the other Party and that, in the event of such breach, the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance to enforce such provisions. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity. Each Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration, approval or appeal of this Agreement. Nothing herein shall prevent the Receiving Party from contesting the status of information as Proprietary Information so long as it is treated in such fashion until a decision is rendered that such information is not Proprietary Information as set forth in Section 20.1.2.

ARTICLE XXI TERM AND TERMINATION

21.1 Term. The initial term of this Agreement shall be two (2) years (the "Initial Term") which shall commence on the Effective Date. Upon expiration of the Initial Term, this Agreement

shall automatically be renewed for additional one (1) year periods (each, a "**Renewal Term**") unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term; provided, however, that this Agreement shall continue in full force and effect until it is replaced by a superseding agreement or terminated at the end of the Transition Period as set forth in Section 21.4 below.

21.2 Renegotiation of Certain Terms.

21.2.1 Notwithstanding the foregoing, upon delivery of written notice at least one hundred twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either Party may require negotiations of the rates, prices and charges, terms, and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within sixty (60) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges, terms and conditions or the Commission does not issue its order, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date.

21.2.2 If this Agreement is renewed past the Initial Term, the wholesale discounts as set forth in the Pricing Schedule shall be subject to review and adjustment by the Commission upon the expiration of the Initial Term of this Agreement, unless the Parties are able to satisfactorily negotiate resale discounts to be applied during the Renewal Term(s). The Parties agree that the resale discount ultimately ordered by the Commission or negotiated by the Parties shall be retroactive to the expiration date of the Initial Term.

21.3 Default. When a Party alleges that the other Party is in violation of a material term or condition of this Agreement ("Defaulting Party"), it shall provide written notice to such Defaulting Party of such violation, prior to commencing the dispute resolution procedures set forth in Section 28.3 and it shall be resolved in accordance with the procedures established in Section 28.3.

21.4 Transitional Support.

21.4.1 In the event of the termination or expiration of this Agreement for any reason, each Party agrees to maintain the level and quality of services still being provided by it as of the date of termination or expiration of this Agreement ("**Transition Date**"), and to cooperate reasonably in an orderly and efficient transition to a successor provider.

21.4.2 Each Party agrees (i) to furnish services during a period for up to two hundred (200) days (or such longer period as may be agreed by the Parties) after the Transition Date ("**Transition Period**") on terms and conditions and at charges that are the same as those in effect upon the Transition Date, and (ii) to enter into an agreement with the other Party for a transition plan that specifies the nature, extent, and schedule of the services to be provided during such Transition Period. During the Transition Period, CBT and INTRADO COMM will cooperate in good faith to effect an orderly transition of service under this Agreement. CBT and INTRADO COMM agree to

exercise their respective reasonable efforts to avoid or minimize service disruptions or degradation in services during such transition.

21.5 Payment Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties shall be entitled to payment for all services performed and expenses incurred or accrued prior to such expiration or termination, provided that such Party would be entitled to recover for such services or expenses under the provisions of this Agreement.

ARTICLE XXII DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XXIII CANCELLATION CHARGES

Except as set forth in this Agreement cancellation charges shall not be imposed upon, or payable by, either Party. However, if services are provided under a tariffed volume or term discount, then the applicable tariff termination liability shall apply.

ARTICLE XXIV SEVERABILITY

24.1 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. However, the Parties shall negotiate in good faith to amend this Agreement to replace, with enforceable language that reflects such intent as closely as possible, the unenforceable language and any provision that would be materially affected by vacation of the unenforceable language.

24.2 Non-Contravention of Laws. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

ARTICLE XXV INDEMNIFICATION

25.1 General Indemnity Rights. Each Party (the "**Indemnifying Party**") shall defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "**Indemnified Party**") and hold such Indemnified Party harmless against

- (a) any Loss to a third person arising out of: the negligent acts or omissions, or willful misconduct or breach of a material term of this Agreement ("**Fault**") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to subcontract of the subcontractor under the subcontract; and provided, however, that in cases where the Loss to the third person is caused in part by the Fault of the Indemnified Party, its employees, agents or subcontractors, the indemnity obligation shall be limited to the Indemnifying Party's proportionate Fault (it being specifically contemplated that in cases where each Party bears a degree of Fault, each Party is responsible for indemnifying the other with respect to the same Loss as to its proportionate Fault);
- (b) any Loss arising from such Indemnifying Party's use of services offered under this Agreement involving pending or threatened claims, actions, proceedings or suits ("**Claims**"), claims for libel, slander, invasion of privacy, infringement of Intellectual Property rights arising from the Indemnifying Party's communications;
- (c) any and all penalties imposed upon the Indemnifying Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("**CALEA**") and, at the sole cost and expense of the Indemnifying Party, any amounts necessary to modify or replace any equipment, facilities or services provided to the Indemnified Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

25.2 Intellectual Property Rights and Indemnification.

25.2.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party.

25.3 Environmental Contamination. . Neither Party shall in any event be liable to the other Party for any costs whatsoever resulting from the presence or release of any environmental

hazard such Party did not cause or contribute to causing. Each Party shall, at the other Party's request, indemnify, defend, and hold harmless the other Party, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any environmental hazard that such Party, its contractors or agents caused in the work locations or (ii) the presence or release of any environmental hazard for which such Party is responsible under Applicable Law. In the event both Parties contribute to such environmental hazard, they shall each proportionately bear such liability.

25.4 Indemnification Procedures. Whenever a Claim shall arise for indemnification under this Article XXV, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall have written notice to the Indemnified Party of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Until such time as the Indemnifying Party provides such written notice of acceptance of the defense of such Claim, the Indemnified Party shall defend such Claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that the Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim. The Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such Claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party shall have the right to refuse, compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that, in the event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party and also shall be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense, subject to the restrictions and limitations set forth in Article XX.

ARTICLE XXVI

LIMITATION OF LIABILITY

26.1 Limited Responsibility.

26.1.1 Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its affiliates, authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, the other Party's affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an affiliate) providing a portion of a service, unless such Telecommunications Carrier is an authorized agent, subcontractor, or other retained by the party providing the service. Each Party shall be solely responsible to its own Customers for any credits or waiver of charges required by the MTSS and the sole recourse for such credits or waiver of charges is in accordance with Section 17.2 of this Agreement.

26.1.2 CBT shall not be responsible for mistakes that appear in CBT's listings, 9-1-1 and information databases or for incorrect referrals of Customers to INTRADO COMM for any ongoing INTRADO COMM services, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, INTRADO COMM shall indemnify and hold CBT harmless from any and all Losses incurred on account thereof by third parties (including INTRADO COMM's Customers or employees). Notwithstanding anything to the contrary contained herein, CBT's liability to INTRADO COMM and any third party for a claim or loss with respect to the provision of 9-1-1 Service shall be limited to the maximum extent permitted by applicable Law.

26.2 **Apportionment of Fault.** In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence, misconduct or the negligence or misconduct of such Party's affiliates, agents, contractors or other persons acting in concert with it.

26.3 **Damages.** In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything permitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Article XXV to indemnify, defend and hold the other Party harmless against any amount payable to a third party.

26.4 Remedies.

26.4.1 The obligations of and the services offered by each Party under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, a Party may sue in equity for specific performance.

26.4.2 In the event CBT fails to switch a subscriber to INTRADO COMM service as requested through an INTRADO COMM service request, within the intervals agreed upon by the Parties, or in the event INTRADO COMM directs CBT to switch a subscriber without valid Customer authorization to do so, the continued provision of Telecommunications Services to such subscriber by the incorrect Party shall be deemed an improper change in subscriber carrier selection, commencing with the time at which CBT failed to switch such subscriber or INTRADO COMM improperly directed such change, as the case may be. In such event, the unauthorized carrier Party

shall reimburse the other Party in an amount equal to all charges due and owing by such subscriber for services provided from the time of such improper change in carrier selection to the time at which the correct selection is accomplished by CBT or within the agreed upon interval from the time proper direction by INTRADO COMM is provided to CBT, as the case may be.

26.4.3 All rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement. Notwithstanding the foregoing, however, the Parties agree that the credits for performance standards failures contained in Section 17 are intended to act as liquidated damages and, if elected by INTRADO COMM, shall be deemed the exclusive remedy to compensate INTRADO COMM for CBT's failure to meet the particular performance standards at issue.

ARTICLE XXVIII BILLING

27.1 Billing.

27.1.1 Each Party will bill all applicable charges, at the rates set forth herein, in the Pricing Schedule and as set forth in applicable tariffs or contracts referenced herein, for the services provided by that Party to the other Party in accordance with this Article XXVII.

27.1.2 The Parties agree that in order to ensure the proper performance and integrity of the entire billing process each Party will be responsible and accountable for transmitting to the other Party an accurate and complete bill. Each Party agrees to implement control mechanisms and procedures to ensure a bill that accurately reflects the services ordered and used by the other Party.

27.1.3 CBT shall agree to comply with OBF standards in its CRIS and CABS billing format.

27.1.4 CBT will assign a unique billing codes as agreed upon by the Implementation Team.

27.2 Recording. To the extent technically feasible, the Parties shall record all available call detail information associated with calls originated or terminated to the other Party, as specifically required herein.

27.3 Payment of Charges. Subject to the terms of this Agreement, a Party shall pay the other Party ("Billing Party") all undisputed amounts on or before the date ("Bill Due Date") which is thirty-one (31) calendar days after the bill date or by the next bill date, whichever is shortest. If the Bill Due Date is on a day other than a Business Day, payment will be due and the Bill Due Date shall be the next following Business Day. Payments shall be made in U.S. Dollars (i) via electronic funds transfer ("EFT") with immediately available funds to the other Party's bank account or (ii) in order

to accommodate INTRADO COMM's existing payment arrangements with CBT and established credit rating, by check. To the extent that a Party (the "Paying Party") pays via EFT, within thirty (30) days of the Effective Date, the other Party shall provide the Paying Party the name and address of its bank, its account and routing number and to whom payments should be made payable. If such banking information changes, the other Party shall provide the Paying Party at least sixty (60) days' written notice of the change and such notice shall include the new banking information. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

27.4 Late Payment Charges. Except for Disputed Amounts, if a Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by a Party after the Bill Due Date, or if payment is not made by check that is currently dated and drawn on an account with sufficient available funds, then a late payment charge may be assessed as provided in Section 27.8.

27.5 Failure to Pay. If a Party fails to pay any undisputed amount by the Bill Due Date, in addition to exercising any other rights or remedies it may have under Applicable Law, the Billing Party may stop processing the Nonpaying Party's orders for services and unbundled network elements until such date that such undisputed amounts have been received by the Billing Party in immediately available funds.

27.6 Termination for Nonpayment Failure to pay all amounts due that are not Disputed Amounts, including late payment charges, within thirty (30) days of the Bill Due Date for such charges is a material violation of this agreement. The Agreement may be terminated by the Billing Party under the following conditions:

- (a) The Billing Party shall provide written notice to the Nonpaying Party, with a copy to the Commission, of the amounts owed the Billing Party and that disconnection of service will occur if prompt payment of the undisputed past due balance is not paid within thirty (30) days of such notice.
- (b) If the Nonpaying Party fails to pay the amounts due that are not Disputed Amounts within 30 days of notification by the Billing Party, the Billing Party may terminate this Agreement and service to the Nonpaying Party.
- (c) In the event this Agreement is terminated for nonpayment, the Billing Party shall be entitled to payment of all amounts due from the Nonpaying Party in accordance with Section 21.5.

27.7 Adjustments.

27.7.1 As provided in this Agreement, a Party shall promptly reimburse (if paid) or credit (if invoiced, but not paid) the other Party for any charges that should not have been billed to the other Party as provided in this Agreement along with accrued interest on any reimbursed amounts as provided in Section 27.8. Such reimbursements or credits shall be set forth in the appropriate section of the invoice.

27.7.2 As provided in this Agreement, a Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("Underbilled Charges"); provided, however that, except as provided in Article XXVIII, the Billing Party shall not bill for Underbilled Charges which were incurred more than ninety (90) days prior to the date that the Billing Party transmits a bill for any Underbilled Charges. For purposes of charges received from another entity, they are deemed incurred when received by CBT but must be billed within 45 days from such date..

27.8 Interest on Unpaid or Overbilled Amounts. Except as otherwise provided elsewhere, any undisputed amounts not paid when due or any amounts paid that were paid as a result of a billing error, as the case may be, shall accrue interest from the date such amounts were due or received, as the case may be, at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily for the number of days from the Bill Due Date or date such overpayment was received until the date that payment or reimbursement, as the case may be, is actually received by the appropriate Party.

27.9 Single Point of Contact. CBT shall provide to INTRADO COMM a single point of contact, CBT's LEC-C, for handling any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

ARTICLE XXVIII

DISPUTED AMOUNTS, AUDIT RIGHTS AND DISPUTE RESOLUTION

28.1 Disputed Amounts

28.1.1 If a portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, prior to the Bill Due Date, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges provided that such charges were paid. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

Notwithstanding the foregoing, except as provided in Section 28.2, a Party shall be entitled to dispute only those charges for which the Date was within the immediately preceding eighteen (18) months of the date on which the other Party received notice of such Disputed Amounts.

28.1.2 If the Non-Paying Party disputes charges and the dispute is resolved in favor of such Non-Paying Party, the Billing Party shall credit the invoice of the Non-Paying Party for the amount of the Disputed Amounts along with any applicable late payment charges no later than the second Bill Due Date after the resolution of the Dispute. Accordingly, if a Non-Paying Party disputes charges and the dispute is resolved in favor of the Billing Party, the Non-Paying Party shall pay the Billing Party the amount of the Disputed Amounts and any associated late payment charges no later than the second Bill Due Date after the resolution of the Dispute. Late payment charges shall be assessed as set forth in Section 27.8.

28.1.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.1.4 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct payment of any or all Disputed Amounts (including any accrued interest) thereon of additional amounts awarded, plus applicable late fees, to be paid by either Party.

28.1.5 The Parties agree that all negotiations pursuant to this Section 28.1 shall remain confidential in accordance with Article XX and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.2 Audit Rights.

28.2.1 As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement. Subject to the restrictions set forth in Article XX, a Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, and other documents, as provided herein, one (1) time each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing as it relates to this Agreement. The scope of an Audit shall be limited to the (i) the period subsequent to the last day of the period covered by the Audit which was last performed (or if no Audit has been performed, the Effective Date) and (ii) the twenty-four (24) month period immediately preceding the date the Audited Party received notice of such requested audit. Unless otherwise agreed upon by the Parties in writing, such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be conducted by one (1) or more auditor(s) mutually agreed upon by the Parties. The Parties shall select such auditor(s) by the thirtieth day following Audited Party's receipt of a written audit notice. The Auditing Party shall cause the auditor(s) to execute a nondisclosure agreement in a form agreed upon by the Parties.

28.2.2 Upon thirty (30) days written notice by INTRADO COMM to CBT, INTRADO COMM shall have the right through its authorized representative to conduct an Examination, during Normal Business Hours, of CBT records, accounts and processes which contain information related to the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the parties shall reasonably agree upon the scope of the Examination, the documents and processes to be reviewed, and the time, place and

manner in which the Examination shall be performed. CBT agrees to provide support, including appropriate access to and use of CBT's facilities (e.g., conference rooms, telephones, copying machines and washrooms).

28.2.3 Except as set forth in Section 28.2.1, each Party shall bear its own expenses in connection with the conduct of any Audit or Examination. The reasonable cost of special data extractions required by INTRADO COMM to conduct the Audit or Examination will be paid for by INTRADO COMM. For purposes of this Section 28.1, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. Each Audit shall be conducted on the premises of Audited Party during Normal Business Hours. Audited Party shall cooperate fully in any such audit, providing the independent auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing. No Party shall have access to the raw data of the other Party, but shall rely upon summaries or redacted documents provided by the independent auditor. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

28.2.4 If any Audit or Examination confirms an undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including refunding any overpayment by Auditing Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results and (ii) for any undercharge caused by the actions of or omission to act by Audited Party, immediately compensate Auditing Party for such undercharge. In each case, the amount shall be with interest at the lesser of one and one-half percent (1½%) per month and the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is received, as the case may be. Notwithstanding the foregoing, INTRADO COMM shall not be liable for any Underbilled Charges for which Customer Billing Data was not furnished by CBT to INTRADO COMM within ten (10) months of the date such data was required.

28.2.5 Any disputes concerning audit results shall be referred to the Parties' designated personnel responsible for informal resolution. If these individuals cannot resolve the Dispute within thirty (30) days of the referral, either Party may request in writing that one additional audit shall be conducted by an independent auditor acceptable to both Parties, subject to the requirements set out in Section 28.2.1. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth in Section 28.3.

28.2.6 This Section 28.2 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

28.3 Dispute Escalation and Resolution.

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 28.3.

28.3.1 In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. The Parties shall attempt in good faith to address any default or resolve any Dispute by applying the appropriate rules, guidelines or regulations of the Commission. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, or if a Party fails to appoint a designated representative within said thirty (30) days, a Party or the other Party, as appropriate, may pursue all available remedies in the event there is no satisfactory resolution pursuant to this Section 28.3.1.

28.3.2 The Parties agree that any Dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve as set forth in Section 28.3.1, may be submitted to the Commission for resolution by complaint case. The Parties agree to seek expedited resolution by the Commission, and, unless otherwise agreed, shall seek such resolution no later than sixty (60) days from the date of submission of such dispute to the Parties' designated representatives. If the Commission appoints an expert or other facilitator(s) to assist in its decision making, each party shall pay half of all fees and expenses so incurred. During the Commission proceeding, each Party shall continue to perform its obligations under this Agreement, unless otherwise ordered by the Commission. A Party may pursue all available remedies in the event there is no satisfactory resolution pursuant to this Section 28.3.2.

28.3.3 In no event shall the Parties permit the pending of a Dispute or other proceeding to disrupt service to any INTRADO COMM Customer or CBT Customer.

28.4 Equitable Relief. Notwithstanding the foregoing, this Article XXVIII shall not be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this Article XXVIII.

ARTICLE XXIX REGULATORY APPROVAL

29.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. Each Party specifically reserves its right to judicial review of this Agreement under Section 252(e)(6) of the Act, or any other available remedy at law or equity. If the Commission, the FCC or any court rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion and any provisions that would be materially affected by deletion of the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act, including challenging the validity of any portion of the Act or an FCC or Commission rule, order, Guideline or other determination made pursuant to the Act, or the application by CBT for suspension or modification of portions of the Act or rules pursuant to Section 251(f)(2) of the Act. In the event CBT obtains a suspension or modification of any portion of the Act or rules thereunder pursuant to Section 251(f)(2) of the Act, the Parties shall negotiate as necessary to incorporate the applicable terms and conditions of such suspension or modification and the Parties agree to negotiate as necessary in order to clarify the application of such suspension or modification to the terms of this Agreement.

29.2 Tariffs. If either Party is required by any governmental authority to file a tariff or make another similar filing to implement any provision of this Agreement (other than a tariff filed by a Party that generally relates to one or more services provided under this Agreement but not specifically to the other Party), such Party shall take all steps reasonably necessary to ensure that such tariff or other filing imposes obligations upon each Party that are as close as possible to those provided in this Agreement and preserves for such other Party the full benefit of the rights otherwise provided in this Agreement. If, subsequent to the effective date of any such tariff, a Party is no longer required to file tariffs with the Commission or the FCC, either generally or for specific services, the Parties agree to modify this Agreement to reflect herein the relevant and consistent terms and conditions of such tariffs as of the date on which the requirement to file such tariffs was lifted. Nothing in this Section 29.2 shall be construed to grant a Party any right to review any tariff filing of the other Party other than as provided under Applicable Law.

29.3 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based in part on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment to the Act, or any effective legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185, and CS Docket No. 96-166, or any applicable Commission rule, Local Service Guideline, order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an "Amendment to the Act"), either Party may, by providing written notice to the other Party require that any provision that would be materially affected by the Amendment to the Act be renegotiated in good faith and this Agreement be amended accordingly to reflect each such Amendment to the Act relating

to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

29.4 Regulatory Changes. If any legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in Section 29.3) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days written notice to the other Party (delivered not later than thirty (30) days following the date on which such action has become legally binding), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

29.5 Interim Rates. If the rates, charges and prices set forth in this Agreement are "interim rates" established by the Commission or the FCC, the Parties agree to replace such interim rates with the rates, charges or prices later established by the Commission or the FCC pursuant to the pricing standards of Section 252 of the Act and such rates, charges and prices shall be effective as determined by the Commission or the FCC.

ARTICLE XXX REFERRAL ANNOUNCEMENT

When a Customer changes service provider from CBT to INTRADO COMM, or from INTRADO COMM to CBT, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided voluntarily, free of charge to both the other Party and the Customer. Such a party is consistent with the Minimum Telephone Service Standards ("MTSS"), i.e., "... ninety (90) days following customer change." However, if either Party provides Referral Announcements for a period longer than the above period when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party. Business Customers will receive referral service for main listed telephone numbers. Additional numbers can be referred at an additional charge.

ARTICLE XXXI MISCELLANEOUS

31.1 Authorization.

31.1.1 Cincinnati Bell Telephone Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

31.1.2 INTRADO COMM Company is a corporation duly organized, validly existing and in good standing under the laws of the State of _____ and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. INTRADO COMM company represents and warrants to CBT that it has been certified as a LEC by the Commission and is authorized to provide, within the areas where it intends to provide services pursuant to this Agreement in the State of Ohio, the services it has contracted to provide herein.

31.2 Designation of Affiliate.

31.2.1 Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its affiliates to take some or all of such actions to fulfill such obligations. Upon such designation, the affiliate shall become co-obligor hereunder with respect to the delegated matter, but such designation shall not relieve the designating Party of its obligations as primary obligor hereunder. Any Party which elects to perform its obligations through an affiliate shall cause its affiliate to take all action necessary for the performance hereunder of such Party's obligations. Each Party represents and warrants that if an obligation under this Agreement is to be performed by an affiliate, such Party has the authority to cause such affiliate to perform such obligation and such affiliate will have the resources required to accomplish the delegated performance.

31.2.2 All of the benefits to be provided hereunder to CBT or INTRADO COMM, as the case may be, will be provided to that Party's affiliates if and to the extent that a Party desires to conduct all or part of its respective business operations contemplated hereunder through affiliates.

31.3 **Subcontracting.** Except as provided in Section 12.9, either Party may subcontract the performance of its obligation under this Agreement without the prior written consent of the other Party; provided, however, that the Party subcontracting such obligation shall remain fully responsible for the performance of such obligation and shall be solely responsible for payments due its subcontractors.

31.4 **Independent Contractor.** Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

31.5 **Force Majeure.** Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement (other than obligations to make money payments, reimbursements or issue credits) resulting from any cause beyond the reasonable control of such Party, including acts of nature, acts of God, acts of civil or military authority, any law, order, regulation or ordinance of any government or legal body, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, or unusually severe weather. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or

performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof and/or be excused from such performance (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay and by a reasonable amount of time required to reconstruct network infrastructure or of the components thereof. Upon the elimination of the delaying condition and to the extent the delaying condition was equally applicable to its own operations, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by CBT caused by the force majeure event, CBT agrees to resume performance in a nondiscriminatory manner, and CBT agrees not to favor its own restoration of Telecommunications Services above that of INTRADO COMM.

31.6 Governing Law.

This Agreement shall be governed by and construed in accordance with the Act, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Ohio shall govern, without reference to conflict of law provisions.

31.7 Taxes.

31.7.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges) and any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. To the extent that a Party includes gross receipts taxes in any of the charges or fees for services provided hereunder, no additional gross receipts taxes shall be levied against or upon the purchasing Party.

31.7.2 The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party by reason of such contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

31.8 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the other Party; provided that each Party may assign or transfer this Agreement to an affiliate in accordance with Section 31.2 by providing prior written notice to the other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law or the terms and conditions of this Agreement. No assignment or delegation hereof should relieve the assignor of its obligation under this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns and the assigning Party will remain liable for the performance of any assignee.

31.9 Non-Waiver. No waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Failure of either Party to insist on performance of any term or condition of this Agreement or exercise any right or privilege hereunder shall not be construed as a general waiver or relinquishment of such term, condition, right or privilege.

31.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed by certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by teletype, with a confirmation copy sent by a method described in (a), (b) or (c) of this Section 31.10, to the following addresses of the Parties:

To INTRADO COMM

Attn:

Facsimile: (XXX) XXX-XXXX

To CB

Cincinnati Bell Telephone Company
221 E. Fourth Street, 121-850
P.O. Box 2301
Cincinnati, Ohio 45202-2301
Attn: Vice President & General Manager - Carrier Services
Facsimile: (513) 241-8735

with a copy to:

Cincinnati Bell Telephone Company
221 E. Fourth Street, 103-1290
Cincinnati, Ohio 45202-2301
Attn: General Counsel
Facsimile: (513) 397-9557

or to such other address as either Party shall designate by proper notice. Actual notice will be required in order to commence any time periods in this Agreement which require notice to the other Party.

31.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other materials without such Party's prior written consent, except as permitted by Applicable Law. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

31.12 Nonexclusive Dealings. This Agreement does not prevent either Party from providing to or purchasing services from any other person nor does it obligate either Party to purchase any services from the other Party.

31.13 Section 252(i) Obligations.

31.13.1 The Parties shall comply with their respective obligations under Section 252(i) of the Act.

31.14 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute one Party as the legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party, unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

31.15 No License. No license under patents, copyrights, trademarks, trade secrets or any Intellectual Property right (other than the limited license to use same consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

31.16 Survival. The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement, including Articles XX, XXI, XXIII, XXV and XXVI

and Sections 3.8.4, 4.7.1.1, 4.7.1.2, 6.5, 10.11.3, 12.5, 16.16, 16.18, 28.1, 28.2, 28.3, 31.7, 31.11 and 31.14.

31.17 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

31.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

31.19 Reservation of Rights. The Parties acknowledge that certain terms of this Agreement were established by order of the Commission. The terms of this Agreement may be altered or abrogated by a successful challenge instituted under applicable law before or after the Agreement has been approved pursuant to 47 U.S.C. §252(e)(1) or has been deemed approved by operation of law pursuant to 47 U.S.C. §252(e)(4). By signing this Agreement, a Party does not waive its right to pursue such a challenge.

31.20 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariff provisions referenced herein and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this
____ day of _____, 2007.

INTRADO COMMUNICATIONS

CINCINNATI BELL TELEPHONE
COMPANY LLC

By: _____

By: _____

Printed: _____

Printed: Susan J. Maggard

Title: _____

Title: Vice President & General Manager
- Carrier Services

SCHEDULE 1.2

DEFINITIONS

"9-1-1" means the services described in Section 3.8.

"Acceptance Testing" shall be defined as the joint testing between CBT's technician and INTRADO COMM's designated test representative for the purpose of verifying Continuity.

"Access Toll Connecting Trunks" is as defined in Section 3.1.

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

"ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one or more variety of line codes.

"Advanced Intelligent Network" or "AIN" is a network functionality that permits specific conditions to be programmed into a switch which, when activated, directs the switch to suspend call processing and to receive special instructions for further call handling in order to enable carriers to offer advanced features and services.

"Affiliate" is as defined in the Act.

"AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-110-CORE which defines the industry standard for message recording.

"Applicable Laws" is as defined in Section 19.2.

"As Defined in the Act" means as specifically defined by the Act and 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.

"As Described in the Act" means as described in or required by the Act and 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.

"Automatic Location Identification" or "ALI" means a feature by which the service address associated with the calling party's listed telephone number identified by ANI, as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's, including secondary locations and off-premise extensions, will be identified with the service address of the calling party's listed number.

"Automatic Number Identification" or **"ANI"** means a multifrequency or CCS7 Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to E9-1-1, **"ANI"** means a feature by which the calling party's telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display.

"Automatic Route Selection" or **"ARS"** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

"Bellcore" means Bell Communications Research, Inc.

"Bill Date" means the date that a bill is issued by a party.

"Binder" or **"Binder Group"** means copiers bundled together in a call, generally in groups of 25, 50 or 100.

"BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

"Business Day" means Monday through Friday excluding the following holidays: New Years Day (or closest weekday), President's Day, Good Friday, Memorial Day, Independence Day (or closest weekday), Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day (or closest weekday).

"Bona Fide Request" means the process described on Schedule 2.2.

"Calling Party Number" or **"CPN"** is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the calling party.

"Carrier of Record" is as defined in Section 10.11.3.

"CABS" means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"CCS" means one hundred (100) call seconds.

"Central Office Switch" means a switch used to provide Telecommunications Services, including:

(a) **"End Office Switches,"** which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; and

(b) **"Tandem Office Switches"** or **"Tandems,"** which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

"Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses Central Office switching equipment for call routing to handle direct dialing of calls and to provide many private branch exchange-like features.

"CLASS Features" means certain CCIS-based features available to Customers, including: Automatic Call Back; Caller Identification; and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

"INTRADO COMM Directory Customer" is as defined in Section 15.1.

"COBO" is as defined in Section 2.2.1.5.

"Collocation" is As Described in the Act.

"Combination" is as defined in Section 2.3.

"Commercial Mobile Radio Service" or **"CMRS"** is As Defined in the Act.

"Commingling" means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from CBT, or the combining of an unbundled network element, or a combination of unbundled network elements, with one or more such facilities or services. Commingling means the act of commingling.

"Commission" or **"PUCO"** means the Public Utilities Commission of Ohio.

"Common Channel Interoffice Signaling" or **"CCIS"** means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System 7 (SS7).

A **"Conditioned Loop"** is a copper loop from which load coils, bridge taps, low-pass filters, range extenders, and similar devices that carriers use to improve voice transmission capability have been removed. A conditioned copper loop will meet basic electrical standards such as metallic

For Discussion Purposes Only

connectivity and capacitive and resistive balance, and will not include load coils, mid-span repeaters or excessive bridged tap (bridged tap in excess of 2,500 feet in length).

"Continuity" shall be defined as a single, uninterrupted path along a circuit, from the demarcation point at the customer premises to the horizontal side of the Main Distribution Frame (MDF).

"Contract Month" means a calendar month (or portion thereof) during the term of this Agreement. Contract Month 1 shall commence on the first day of the first calendar month following the Effective Date and end on the last day of that calendar month.

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

"Control Office" means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing, feature, standard speed calling, features, call transfer capability and certain maintenance functions for each PSAP.

"Co-Carrier Cross Connection" means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel in the same building as the Collocation space between (i) the collocation Party's equipment and (ii) the equipment of a third-party collocated Telecommunications Carrier or the equipment or facilities of the other Party which provides such collocation.

"Customer" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

"Customer Listing(s)" means a list containing the names, the telephone numbers, addresses and zip codes of Customers within a defined geographical area, except to the extent such Customers have requested not to be listed in a directory.

"Customer Name and Address Information" or "CNA" means the name, service address and telephone numbers of a Party's Customers for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

"Customer Proprietary Network Information" or "CPNI" is As Defined in the Act.

"Customer Usage Data" is as defined in Section 10.16.1.

"Dark Fiber" is defined as unused fiber through which no light is transmitted, or installed fiber optic cable not carrying a signal. It is "dark" because it is sold without light communications transmission. The carrier leasing the fiber is expected to put its own electronics and signals on the fiber and make it "light".

For Discussion Purposes Only

"Data Management System" or "DMS" means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing ("SR") and ALI features.

"Delaying Event" means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including the Implementation Schedule), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor; (b) any underforecast by INTRADO COMM for Network Elements or Interconnection trunks that is off by more than twenty percent (20%) or (c) any Force Majeure Event.

"Delivery Date" is as defined in Sections 12.12.5 and 12.14.3.

"Deployment practices" refer to practices addressing how an advanced services technology is deployed in a manner that safeguards spectrum compatibility, and to guidelines for choosing among technologies where they conflict with each other.

"Derivative Information" is as defined in Section 24.1.1(b).

"Designated E-911 Service Provider" is a telecommunications provider designated by the duly authorized E911 Authority to provide 911 services to PSAPs in their jurisdictional serving area.

"Dialing Parity" is As Defined in the Act.

"Digital Signal Level 0" means one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" means the 64 kbps zero-level signal in the time-division multiplex hierarchy.

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

"Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Digital Subscriber Line" ("DSL") describes various technologies and services. The "x" in "xDSL" is a place holder for the various types of DSL services, including, but not limited to ADSL (Asymmetric Digital Subscriber Line), HDSL (High-Speed Digital Subscriber Line), ISDL (ISDN Digital Subscriber Line), SDSL (Symmetrical Digital Subscriber Line), UDSL (Universal Digital Subscriber Line), VDSL (Very High-Speed Digital Subscriber Line), and RADSL (Rate-Adaptive Digital Subscriber Line).

"Digital Subscriber Line Access Multiplexer" ("DSLAM") is a piece of equipment that links end-user DSL connections to a single high-speed packet switch, typically ATM or IP.

"Directory Listings" refers to subscriber information, including but not limited to name, address and phone numbers, that is published in any media, including but not limited to traditional white/yellow page directories, specialty directories, CD ROM and other electronic formats.

"Disclosing Party" is as defined in Section 20.1.1.

"Dispute" is as defined in Section 28.3

"Disputed Amounts" is as defined in Section 28.1.1.

"Documentation of Authorization" is as defined in Schedule 10.11.

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

"Enhanced Extended Link" or "EEL" is defined as combinations of loop and transport unbundled network elements.

"Enhanced 9-1-1 (E9-1-1) Service" or "E9-1-1" provides completion of 9-1-1 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).

"E911 Authority" or "PSAP" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police, medical and fire services through the use of one telephone number, 911.

"Equal in quality" is defined in Section 3.5.

"Exchange Access" As Defined in the Act.

"Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

"Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

"FCC" means the Federal Communications Commission.

"Fiber-Based Collocator" means any carrier, unaffiliated with CBT, that maintains a

For Discussion Purposes Only

collocation arrangement in a CBT wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the CBT wire center premises; and (3) is owned by a party other than the CBT or any affiliate of CBT, except as set forth in this paragraph. Dark fiber obtained from CBT on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator.

"Fiber-Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed-upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

"Force Majeure Event" is as defined in Section 19.5.

"Grandfathered Services" is as defined in Section 10.3.1.

"Hazardous Substances" is as defined in Section 19.4.

"HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octal ("3B1O").

"High Frequency Portion of the Loop" or ("HFPL") is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The voice band frequency range of the spectrum is typically between 300 to 3,000 Hertz and possibly up to 3,400 Hertz depending upon equipment and facilities.

"Implementation Team" is as defined in ARTICLE XVIII.

"Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.

"Information Access Traffic" is defined in FCC's Order on Remand and Report and Order in CC Docket Nos. 98-98 and 99-68, Paragraph 44, released on April 27, 2001 and includes exchange services used for Information Access Traffic.

"Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

"Initial Billing Company" or "IBC" means the Local Exchange Carrier which provides the Feature Group B or D services in a Switching Center. For purposes of this Agreement, INTRADO COMM is the IBC.

"Initial Term" is as defined in Section 21.1.

“Inside Wire” means all loop plant owned by CBT on end-user customer premises as far as the point of demarcation, including the loop plant near the end-user customer premises.

“Insufficient Capacity” is as defined in Section 16.1.2

“Integrated Digital Loop Carrier” means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the Central Office Switch at a DS1 level.

“Integrated Services Digital Network” or **“ISDN”** means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

“Intellectual Property” means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

“Interconnection” is As Defined in the Act.

“Interconnection Activation Date” is defined in Section 2.1.

“Interconnection Point” is as defined in Section 2.2.

“Interexchange Carrier” or **“IXC”** means a carrier that provides interLATA or intraLATA Telephone Toll Service.

“InterLATA” is As Defined in the Act.

“IntraLATA Local Traffic” means all IntraLATA calls other than Local Traffic and ISP traffic.

“Known Disturber” is an advanced services technology that is prone to cause significant interference with other services deployed in the network.

“Line Conditioning” means the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such services include but are not limited to, bridge taps, low pass filters, and range extenders.

“Line Information Data Base(s)” or **“LIDB”** means one or all, as the context may require, of the Line Information Data Bases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

For Discussion Purposes Only

"Listing Update(s)" means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to INTRADO COMM without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from INTRADO COMM to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

"Local Access and Transport Area" or "LATA" is As Defined in the Act.

"Local Exchange Carrier" or "LEC" is As Defined in the Act.

"Local Interconnection Trunks/Trunk Groups" means equipment and facilities that provide for the termination of Local Traffic, Information Access Traffic and IntraLATA Toll traffic.

"Local Loop" or "Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in CBT's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by CBT. The local loop network element includes all features, functions, and capabilities of such transmission facility, including the Network Interface Device. Those features, functions, and capabilities include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.

"Local Number Portability" or "LNP" means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

"Local Traffic" means (1) telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access or exchange services for such access; or (2) telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 47 C.F.R. § 24.202(a).

"Logical Trunk Group" means the total group or groups of individual interconnection trunks which deliver traffic from one Central Office Switch/Switching Center to another.

For Discussion Purposes Only

"Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

"Main Distribution Frame" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

"Make-Ready Work" means all work, including rearrangement or transfer of existing facilities or other changes required to accommodate INTRADO COMM's Attachments.

"Master Street Address Guide" means a database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs), and is used to enable proper routing of E911 calls and the display of appropriate emergency response agencies to the PSAP caller.

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

"Meet-Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

"Mobile Wireless Service" means any mobile wireless telecommunications service, including any special mobile radio service.

"MTSS" refers to the Minimum Telephone Service Standards as contained in Chapter 4901:1-01 Ohio Administrative Code, as it may be amended from time to time.

"Multiple Bill/ Multiple Tariff" means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access service.

"Network Element" is As Defined in the Act.

"Network Interface Device" or "NID" network element is defined as any means of interconnection of end-user customer premises wiring to CBT's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions and capabilities of the facilities used to connect the loop to the premises wiring, regardless of the particular design of the NID mechanism.

A **"non-standard xDSL-based technology"** is a loop technology that is not presumed acceptable for deployment.

"Normal Business Hours" means 8:00 a.m. to 5:00 p.m., EST/EDT on Business Days.

"North American Numbering Plan" or **"NANP"** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

"Number Portability" is As Defined in the Act.

"NXX" means the three-digit code which appears as the first three digits of a seven-digit telephone number.

"OBF" means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"Occupancy Date" is as defined in Section 12.12.

"Optical Line Terminating Multiplexer" or **"OLTM"** is as defined in Section 3.3.

"Party" means either CBT or INTRADO COMM, and **"Parties"** means CBT and INTRADO COMM.

"PSAP ALI Messaging Interface Protocol" or **"PAM"** means an interface that uses a protocol to retrieve a caller's ANI/ALI from another ALI system or from a dynamic ANI/ALI provider (e.g. MPC/VP) for display at the appropriate PSAP upon the answer of an E911 call.

"pseudo-ANI" means the number used for the routing and dynamic ALI retrieval of caller related information during an E9-1-1 call.

"Percent Local Usage" or **"PLU"** means a calculation representing the ratio of the minutes of Local Traffic and Information Access Traffic to the sum of the minutes of Local Traffic and Information Access Traffic plus the minutes of IntraLATA Toll Traffic sent over Local Interconnection Trunks. PLU does not include directory assistance, BLV/BLVI Traffic, Information Service Traffic, Transit Calls and Exchange Access calls.

"Physical Collocation" is as defined in the Act.

"PIC" means primary Interexchange Carrier.

"Premises" is As Defined in the Act.

"Presumed acceptable for deployment" is a loop technology that either complies with existing industry standards, has been successfully deployed by another carrier in any state without

For Discussion Purposes Only

significantly degrading the performance of other services, or has been approved by the FCC, any state commission, or an industry standards body.

"Primary Listing" means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available line among a series of lines shall be considered a single Customer entitled to a single primary listing.

"Proof of Continuity" shall be determined by performing a physical fault test from the demarcation point to the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end. This test will be known hereafter as "Proof of Continuity" or "Continuity Test."

"Proprietary Information" is as defined in Section 20.1.1.

"Public Safety Answering Point" or "PSAP" means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies, or by employees of a common bureau serving a group of such entities.

"Publisher" means GTE's White Pages Directories Publisher.

"Rate Center" means the specific geographic point which has been designated by a given LEC as being associated with one or more NPA-NXX codes which have been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identifying a specific LATA coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot cross the boundaries of an Exchange Area as defined by the Commission.

"Receiving Party" is as defined in Section 20.1.1.

"Reciprocal Compensation" is As Described in the Act.

"Referral Announcement" is as defined in Article XXX.

"Renewal Term" is as defined in Section 21.1.

"Resale Listing(s)" means a list containing the names, the telephone numbers, addresses and zip codes of Customers of INTRADO COMM within the defined geographic area, except to the extent such Customers of INTRADO COMM have requested not to be listed in a directory.

"Resale Services" is as defined in Section 10.3.

"Resale Tariff" is as defined in Section 10.11.2.

"Routing Point" means a location which an LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the **"RP Practice"**), the Routing Point (referred to as the **"Rating Point"** in such RP Practice) may be an End Office Switch location, or a **"LEC Consortium Point of Interconnection."** Pursuant to such RP Practice, each **"LEC Consortium Point of Interconnection"** shall be designated by a common language location identifier (CLLI) code with (x)MD in positions 9, 10 and 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

"Selective Router and/or "911/411 Tandem" means the hardware, application software and data necessary to route a 911 call to the proper PSAP, with Selective Routing typically based upon the number and location of the caller. The Selective Router controls delivery of the voice call with ANI to the proper PSAP.

"Selective Routing" and/or "SR" means a feature that routes a 911 call from the Selective Router to the designated primary PSAP based upon the identified number of the calling party.

"Service Agency" means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E9-1-1 Telecommunications Service for the purpose of voice-reporting emergencies by the public.

"Service Control Point" or "SCP" is As Defined in the Act.

"Service Link" means a telecommunications link from the Central Office terminating at the PSAP.

"Shared Tenant Service Agreement" means the provision of centralized Telecommunications Services to tenants within the same building or a complex of buildings.

"Signaling End Point" or "SEP" means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

"Signal Transfer Point" or "STP" is As Defined in the Act.

"Significantly degrade" means an action that noticeably impairs a service from a user's perspective.

"Spectrum compatibility" means that energy that transfers into a loop pair, from services and transmission system technologies on other pairs in the same cable, does not cause an unacceptable degradation of performance.

"Spectrum management" refers to loop plant administration, such as binder group management and other deployment practices that are designed to result in spectrum compatibility, preventing harmful interference between services and technologies that use pairs in the same cable.

A **"Splitter"** is a device that divides the data and voice signals currently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the Digital Subscriber Line Access Multiplexer (DSLAM) equipment or may be externally mounted.

"Subloop" is a network element defined as any portion of the loop that is technically feasible to access at terminals in CBT's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder distribution interface. Access to the subloop is subject to the Commission's collocation rules at §§ 51.321-323.

"Subsequent Billing Component" or "SBC" means the Local Exchange Carrier which provides a service of transport or switching services in connection with Feature Group B or D switched access service. For purposes of this Agreement, CBT is initially the SBC.

"Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

"Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

"Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

"Switching Center" serves as a Routing Point for Switched Exchange Access and Interconnection Access Service.

For Discussion Purposes Only

"Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

"Technical Reference Schedule" is the list of technical references set forth in Schedule 2.3.

"Technically Feasible Point" is As Described in the Act.

"Telecommunications" is As Defined in the Act.

"Telecommunications Act" means the Telecommunications Act of 1996, and 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.

"Telecommunications Assistance Program" means any means-tested or subsidized Telecommunications Service offering, including Lifeline, that is offered only to a specific category of subscribers.

"Telecommunications Carrier" is As Defined in the Act.

"Telecommunications Service" is As Defined in the Act.

"Telephone Exchange Service" is As Defined in the Act.

"Telephone Relay Service" means a service provided to speech-and hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a relay operator read the message to a recipient and then type the message recipient's response to the speech-or hearing-impaired caller.

"Telephone Toll Service" is As Defined in the Act.

The **"Triennial Review Order"** or **"TRO"** means the Federal Communication Commission's Report and Order and Order on Remand and Further Notice of Proposed Rulemaking in CC Docket Nos. 01-338, 96-98, and 98-147, adopted February 20, 2003, released August 21, 2003 and effective October 2, 2003.

The **"Triennial Review Remand Order"** means the Commission's Order on Remand in CC Docket Nos. 01-338 and 04-313 (released February 4, 2005).

"Unauthorized Switching" is as defined in Section 10.11.2.

"Virtual Collocation" is As Defined in the Act.

"Wholesale Resale Services" is as defined in Section 10.1.

Intrado Draft 4-21-08

For Discussion Purposes Only

"Wire Center" means the Premises of a Party at which all Customer Loops within a defined geographic area are converged. Such Loops may be served by one (1) or more Central Office Switches within such Premises. The Wire Center serves as a Routing Point for Switched Exchange Access Service.

"Withdrawn Services" is as defined in Section 10.3.2. In CBT terminology, Withdrawn Services means Grandfathered and Scheduled to be Withdrawn.

"xDSL Capable Loop" is a loop that a INTRADO COMM may use to deploy xDSL technologies.

DRAFT

SCHEDULE 2.1

**IMPLEMENTATION SCHEDULE
OHIO**

1. Interconnection

LATA	CBT Interconnection Point	INTRADO COMM Interconnection Point	Interconnection Activation Date
922	CNCNOHWS03T	TBD	TBD

SCHEDULE 2.2

BONA FIDE REQUEST PROCESS

1. Any request for Interconnection, services or access to any Network Element(s) that is not already available as described herein shall be treated as a Request under this Schedule.
2. CBT shall use this Schedule to determine technical feasibility of the requested Interconnection, services or Network Element(s) and, for those items that are technically feasible, to provide the terms and timetable for providing the requested items.
3. A Request shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested service, network element or interconnection; (b) the desired interface specifications; (c) a statement that the interconnection, service or network element will be used to provide a telecommunications service; (d) the quantity requested; and (e) the location(s) requested.
4. Within three (3) Business Days of receipt of Request, CBT shall acknowledge its receipt and shall have completed its review of the Request for initial compliance with Section 3 above. In its written acknowledgment, CBT shall advise INTRADO COMM of any missing information reasonably required in order for CBT to complete its preliminary analysis of the Request described in Section 5 below.
5. Unless otherwise agreed to in writing by the Parties, within fifteen (15) Business Days of its receipt of the Request, CBT shall provide INTRADO COMM a preliminary analysis of the Request. The preliminary analysis shall specify whether or not the requested interconnection, service or network element described in the Request is technically feasible and whether or not CBT believes it is required to provide the Request pursuant to the Telecommunications Act of 1996. Such preliminary analysis shall be in writing and set forth the basis for CBT's conclusions.
6. Unless otherwise agreed to by the Parties, as soon as feasible, but not more than thirty (30) days after CBT notifies INTRADO COMM that the Request is technically feasible, CBT shall provide INTRADO COMM a firm price quote and availability date for such development ("**Bona Fide Request Quote**"). For Bona Fide Requests that involve either: (i) combinations of standard offerings or (ii) individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements ("**Standard BFR Request**"), for CBT retail Customers, CBT shall provide a Bona Fide Request Quote within such thirty (30)-day period. For all other Bona Fide Requests ("**Non-standard BFR Request**"), CBT shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than ninety (90) days from the date CBT notifies INTRADO COMM that the Request is technically feasible. The Bona Fide Request Quote provided by CBT to INTRADO COMM shall include, at INTRADO COMM's option, either (a) the applicable rates (recurring and nonrecurring) of the requested Interconnection, Network Element, Combination or Customized feature, capability or functionality, which rates shall include the reasonable amortized costs of development of such Interconnection, Network Element, Combination or customized feature, capability or functionality or (b) the reasonable costs of

development of the Interconnection, Network Element, Combination or customized feature, capability or functionality listed as a separate charge and the applicable rates (recurring or nonrecurring for such Interconnection, Combination or customized feature, capability or functionality.

7. Within thirty (30) Business Days of its receipt of the Request quote, INTRADO COMM must confirm its order, cancel its Request, or seek remedy under the Dispute Resolution section of the Agreement.

8. CBT will utilize information from previously developed BFRs to address similar arrangements in order to attempt to shorten the response times for the currently requested BFR.

9. In the event of a dispute under this Schedule, the Parties agree to seek expedited Commission resolution of the dispute, with a request to the Commission that the Commission resolve any pricing or provisioning dispute within thirty (30) days of CBT's response to INTRADO COMM's BFR.

10. INTRADO COMM may cancel its bona fide request at any time. However, if INTRADO COMM cancels its bona fide request order after it confirms its order, INTRADO COMM shall pay the reasonable and demonstrable costs of processing and/or implementing the bona fide request up to the date of cancellation.

DRAFT

SCHEDULE 2.3

TECHNICAL REFERENCE SCHEDULE

The technical references listed in this schedule represent practices, procedures, service specifications, and equipment specifications related to various telecommunications services, network elements, and other equipment. This list is not intended to be all inclusive.

Some of the Technical References contained herein represent technical specifications intended for manufacturers and developers of hardware and software related to the Telecommunications Industry. As such, they do not apply directly to CBT.

CBT deploys in its network commercially available hardware and software. CBT makes a reasonable attempt to assure that such hardware and software comply with industry standards but makes no guarantee of compliance.

CBT may not have available all of the options indicated in the references contained herein.

Unbundled Network Elements

Unbundled Loop Transmission

ANSI T1.413-1995 Specifications
ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification
Bellcore TR-NWT-000493, General Requirements for ISDN Basic Access Digital Subscriber Lines
ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy - Electrical Interfaces
ANSI T1.101 Committee Technical Report Number 28
Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7
Bellcore TR-TSY-000008 Digital Interface Between the SLC Digital Loop Carrier System and Local Digital Switch, Issue 2, August 1987
Bellcore TR-TSY-000673, Operation System Interface for an IDLC System (LSSGR)
FSD 20-02-2100, Issue 1, September 1989
Bellcore Integrated Digital Loop Carrier System General Requirements, Objectives and Interface, GR 303-CORE, Issue 1, September 1995

Local Switching

Bellcore FR-NWT-000064 (Local Switching Systems General Requirements)
Bellcore GR-1432-CORE (TCAP)
Bellcore GR-905-CORE (ISUP)
Bellcore GR-1429-CORE (Call Management)
Bellcore GR-1357-CORE (Switched Fractional DS1)
Bellcore GR-1428-CORE (Toll Free Service)

Intrado Draft 4-21-08
For Discussion Purposes Only

Bellcore GR-1597-CORE (Calling Name)
Bellcore GR-954-CORE (Line Information Database)
Bellcore GR-2863-CORE (Advanced Intelligent Network)
GR-1298-CORE, AIN Switching System Generic Requirements
GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements
TR-NWT-001284, AIN 0.1 Switching System Generic Requirements
SR-NWT-002247, AIN Release 1 Update
ANSI standards Q.931, Q.932
Bellcore TR-NWT-08
Bellcore TR-NWT-303
TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines

Dedicated and Shared Transport

ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability
ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces
ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats
ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching
ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings
ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Interfaces
ANSI T1.105.04-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces - DS1 Supplement
ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures
ANSI T1.105.06-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection
ANSI T1.105.07-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications
ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode)
ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications
ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications)
ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications
ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach)

Intrado Draft 4-21-08
For Discussion Purposes Only

ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications

ANSI T1.119.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment

ANSI T1.119.02-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment

ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring

ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification

Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance

Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria

Bellcore TR-NWT 000507, Transmission, Section 7, Issue 1, Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)

Bellcore TR-NWT-000776, Network Interface Description for TDM Customer Access

Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991

Signaling Transfer Points (STPs)

Bellcore GR-82-CORE, Signaling Transfer Point Generic Requirements

ANSI T1.111.2

ANSI T1.111.3

ANSI T1.111.4

ANSI T1.111.5

ANSI T1.112.4

ANSI T1.118

ANSI T1.116

ANSI T1.115

GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN)

GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN)

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)

ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement

Intrado Draft 4-21-08
For Discussion Purposes Only

ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)
ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks
ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)
ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)
Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)
Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

Service Control Points (SCPs)/Call-Related Databases

GR-246-CORE, Bell Communications Research Specification for Signaling System Number 7, ISSUE 1 (Bellcore, December 1995)
GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994)
GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995)
GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149)
GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995)
GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, 1995)
GR-128-CORE, All Service Control Point (SCP) Generic Requirements

Tandem Switching

Bellcore TR-NWT-000540, Issue 2R2, Tandem Supplement, 6/1/90
GR-905-CORE
GR-1429-CORE
GR-2863-CORE
GR-2902-CORE

Performance Standards

Bellcore FR-64, LATA Switching Systems Generic Requirements (LSSGR)
Bellcore TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements (TSGR): Common Requirements
Bellcore TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems

Intrado Draft 4-21-08
For Discussion Purposes Only

Belcore TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop Carriers Systems
Belcore TR-NWT-000507, Issue 5, December 1993, LSSGR - Transmission, Section 7
Belcore TR-TSY-000511, Issue 2, July 1987, Service Standards, a Module (Section 11) of LATA Switching Systems Generic Requirements (LSSGR, FR-NWT-000064)
Belcore TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines
Belcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems
GR-303-CORE, Issue 1, September 1995, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface
Belcore TR-NWT-000505, Issue 3, May 1991, LSSGR Section 5, Call Processing
Belcore LSSGR TR-TSY-000511
Belcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria
ANSI T1.105-1995
ANSI T1.512-1994 Network Performance - Point-to-Point Voice-Grade Special Access Network Voiceband Data Transmission Objectives

Network Interface Device

Belcore Technical Advisory TA-TSY-000120, "Customer Premises or Network Ground Wire"
Belcore Generic Requirement GR-49-CORE, "Generic Requirements for Outdoor Telephone Network Interface Devices"
Belcore Technical Requirement TR-NWT-002332, "Indoor Telephone Network Interfaces"
Belcore Technical Requirement TR-NWT-000937, "Generic Requirements for Outdoor and Indoor Building Entrance"

Interconnection

Trunking Interconnection

GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994
GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994
FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition
ANSI T1.111
ANSI T1.112
ANSI T1.113
Belcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Belcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service
Belcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services
Belcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)
ANSI T1.110-1992, American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)
ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement
ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)
ANSI T1.113-1995, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part
ANSI T1.114-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP)
ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks
ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)
ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)
Belcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)
Belcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LDB) Service
Belcore Standard FR-INS-000
ANSI Standard T1.206

Electrical/Optical Interfaces

Belcore Technical Publication TR-INS-000342, High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations;

Collocation

Belcore Network Equipment Building Systems (NEBS) standards TR-EOP-000063
National Electrical Code (NEC) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)
TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988

Intrado Draft 4-21-08
For Discussion Purposes Only

TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)

TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993

Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electrical Cables, Field Splices, and Connections for Nuclear Power Generating Stations

National Electrical Code (NEC) use latest issue

TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)

TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988

TR-EOP-000151, Generic Requirements for 24-, 48-, 130- and 140- Volt Central Office Power Plant Rectifiers, Issue 1 (Bellcore, May 1985)

TR-EOP-000232, General Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985)

TR-NWT-000154, General Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992)

TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1991)

TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)

TR-NWT-001275, Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993

Underwriters' Laboratories Standard, UL 94

SCHEDULE 3.7

CBT INTERCONNECTION PERFORMANCE BENCHMARKS

1.0 Interconnection Performance Benchmarks

(A) CBT shall, on a monthly basis, complete ninety percent (90%) of the eligible trunk orders within the intervals set forth in Section 2.0 below.

(B) The following types of orders will be excluded from the measurements: (1) at INTRADO COMM's request, the interval exceeds the standard interval, (2) after the order is submitted to CBT, it is changed or rescheduled by INTRADO COMM, (3) INTRADO COMM causes a delay in completing the order, or (4) any other "Delaying Event" as defined in the Agreement.

(C) The measurements described in paragraphs A and B above, constitute the only Interconnection Benchmarks in Schedule 3.7 which are to be included as Interconnection Performance Benchmarks for the purpose of determining a Specified Interconnection Performance Breach per Section 3.7.3.

2.0 Trunk Provisioning Intervals

Number of End Office Trunks Per Order

Interval

1-48

10 Business Days

49-96

10 Business Days

97 +

Negotiated

New Trunk Groups to Tandem(s)

Negotiated

3.0 Working Grade of Service

Blocking Standards

Traffic Type

Measurement

Exchange Access Final Trunk Group Traffic via Tandems

½ of 1% (0.005)

All Other Final Trunk Group Traffic

1% (0.01)

4.0 Trunk Restoral

Type of Outage

Interval

Service Affecting

within 1 hour

Non-Service Affecting

within 24 hours

5.0 The Parties agree that additional Interconnection Performance Benchmarks may be agreed upon by the Implementation Team. However, if any additional Interconnection Performance Benchmarks require a Party to maintain records which if it then does not maintain, the Party requesting such new or additional benchmarks shall utilize the Bona Fide Request process with respect to such records.

6.0 Measurement of Blocking Standards shall be on a monthly basis, using the same methodology required for reporting blocking performance to the PUCO for MTSS reporting.

7.0 The measurements described in 3.0 - 5.0, above, constitute the only Interconnection Performance Benchmarks in Schedule 3.7 which are to be included in Interconnection Performance Benchmarks for the purposes of determining Service Credits under Section 17.2.

DRAFT

SCHEDULE 4.7

CONNECTIVITY BILLING AND RECORDING

- 1.0 CBT shall attempt to comply with OBF standards in its CRIS and CABS billing format.
- 2.0 Each Connectivity Bill shall set forth the quantity and description of each such service provided and billed to INTRADO COMM. For all Connectivity Charges billed to INTRADO COMM, CBT shall
 - 2.1 indicate the state from which such charges were incurred.
 - 2.2 bill pursuant to this Agreement at the rates set forth in this Agreement.
 - 2.3 bill INTRADO COMM for the Connectivity Charges incurred.
 - 2.4 provide a unique BAN and invoice number for capital expenditures associated with INTRADO COMM collocation (e.g., costs associated with building the "cage")
 - 2.5 provide thirteen (13) character alpha/numeric BANS, with only one BAN per state
 - 2.6 provide bills no later than five (5) calendar days from Bill Date.

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

- A. Interstate access - Terminating to or originating from INTRADO COMM Customers served from an INTRADO COMM Switching Center.

<u>Rate Element</u>	<u>Billing Company</u>
CCL	INTRADO COMM
Local Switching	INTRADO COMM
Interconnection Charge	INTRADO COMM
Local Transport (Tandem)	50% CBT
Termination	50% INTRADO COMM
Local Transport (Tandem) Facility	This will be calculated based on NECA tariff No. 4 filings for each Party
Tandem Switching	CBT
Entrance Facility	CBT

- B. Intrastate access - Terminating to or originating from INTRADO COMM Customers served from an INTRADO COMM Switching Center.

<u>Rate Element</u>	<u>Billing Company</u>
CCL	INTRADO COMM
Local Switching	INTRADO COMM
Interconnection Charge	INTRADO COMM
Local Transport (Tandem)	50% CBT
Termination	50% INTRADO COMM
Local Transport (Tandem) Facility	This will be calculated based on NECA tariff No. 4 filings for each Party
Tandem Switching	CBT
Entrance Facility	CBT

SCHEDULE 9.2.1

LOCAL LOOPS

CBT will provide unbundled loops in accordance with the following procedures. Specifications for conditioning, performance, acceptance limits and immediate action limits are listed in Schedule 2.3 (the "Technical Reference Schedule").

1.0 "Two (2) Wire Analog Voice Grade Loops"

1.1 Two (2) Wire Analog Voice Grade Loops are capable of supporting POTS or POTS-like services utilizing a copper pair or derived analog voice grade channel.

1.2 Two (2) wire Analog Voice Grade Loops must be ordered before additional conditioning options apply. Additional conditioning will be considered incremental in functionality and price to the basic link.

2.0 "Four Wire Analog Voice Grade Loop"

2.1 Four (4) Wire Analog Voice Grade Loops are capable of supporting transmission of voice grade signals using separate transmit and receive pairs and terminates in a Four (4)-wire electrical interface at both ends.

3.0 "Two (2) Wire ISDN BRI 160-Kbps Digital Loop"

3.1 Two (2) Wire ISDN BRI Loops are capable of supporting a digital transmission of two (2) 64-Kbps bearer channels and one 16-Kbps data channel (2B+D).

3.2 The loops will be qualified to determine how the Basic two (2) wire Analog VG Link is to be configured to support ISDN BRI services.

4.0 "Four (4) Wire 64-Kbps Digital Loop"

4.1 Four (4) Wire 64-Kbps Digital Loops are capable of supporting the transmission of digital signals up to a maximum binary information rate of a 64-Kbps and terminates in a Four (4) Wire electrical interface at both the Customer premises and on the MDF in CBT's Central Office.

5.0 "Four (4) Wire 1.544-Mbps Digital Loop"

5.1 Four (4) Wire 1.544-Mbps Loops are capable of supporting the transmission of digital signals up to a maximum binary information rate of 1.544-Mbps and terminates in a Four (4) Wire electrical interface at the Customer premises and on the DSX frame in CBT's Central Office.

5.2 Subject to the cap described in paragraph 5.3, below, CBT shall provide INTRADO COMM with nondiscriminatory access to a DS1 loop on an unbundled basis to any building

not served by a wire center with at least 60,000 business lines and at least four fiber-based collocators. Once a wire center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center. A DS1 loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.

5.3 INTRADO COMM may obtain a maximum of ten (10) unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops.

6.0 "Two Wire xDSL Compatible Loop"

6.1 Two Wire xDSL Compatible Loops are loops from a customer premises to a CBT Central Office, using all copper facilities from the customer premises to the CBT Central Office. Such Two Wire xDSL Compatible Loops will be provided only where continuous, unfettered copper (e.g., no load coils, no DAMLs, no digital loop carrier systems) is available and may contain bridged taps. Such loops may contain repeaters at INTRADO COMM's sole option and discretion. The parties acknowledge that INTRADO COMM may use a variety of xDSL technologies to provision services using a Two Wire xDSL Capable Loop, and that INTRADO COMM will, at its sole option and discretion, determine the services it provides to its Customers over such a loop.

6.2 INTRADO COMM may deploy such technologies over Two Wire xDSL Compatible Loops provided by CBT that do not degrade the performance of other services provided by CBT or other INTRADO COMMs operating in CBT's local service area. The Commission shall determine whether a technology degrades the performance of other services.

6.3 INTRADO COMM shall charge INTRADO COMM for Two Wire xDSL Compatible Loops the rate specified in the agreement for Two (2) Wire Analog Voice Grade Loops plus qualification and conditioning charges until the Commission orders a rate for Two Wire xDSL Compatible Loops, at which point such ordered rates shall apply.

7.0 "Four Wire xDSL Compatible Loop"

7.1 Four Wire xDSL Compatible Loops are loops from a customer premises to a CBT Central Office using all copper facilities from the customer premises to the CBT Central Office. Such Four Wire xDSL Compatible Loops will be provided only where continuous, unfettered copper (e.g., no load coils, no DAMLs, no digital loop carrier systems) is available and may contain bridged taps. Such loops may contain repeaters at INTRADO COMM's sole option and discretion. The parties acknowledge that INTRADO COMM may use a variety of xDSL technologies to provision services using a Four Wire xDSL Capable Loop, and that INTRADO COMM will, at its sole option and discretion, determine the services it provides to its Customers over such a loop.

7.2 INTRADO COMM may deploy such technologies over Four Wire xDSL Compatible Loops provided by CBT as do not degrade the performance of other services provided by CBT or other INTRADO COMM s operating in CBT's local service area. The Commission shall determine whether a technology degrades the performance of other services.

7.3 CBT shall charge INTRADO COMM for Four Wire xDSL Compatible Loops the rate specified in this Agreement for Four (4) Wire Analog Voice Grade Loops plus qualification and conditioning charges until the Commission orders a rate for Four Wire xDSL Compatible Loops, at which point such ordered rates shall apply.

8.0 "DS3 Loop"

8.1 A DS3 Loop provides for the communication path between a Customer designated premises and CBT's serving wire center for that premises at a speed of 44.736 Mb/s.

8.2 Subject to the cap described in paragraph 8.3, below, CBT shall provide INTRADO COMM with nondiscriminatory access to a DS3 loop on an unbundled basis to any building not served by a wire center with at least 38,000 business lines and at least four fiber-based collocators. Once a wire center exceeds both of these thresholds, no future DS3 loop unbundling will be required in that wire center.

8.3 INTRADO COMM may obtain a maximum of one (1) unbundled DS3 loops to any single building in which DS3 loops are available as unbundled loops.

9.0 Hybrid Loops

A hybrid loop is a local loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

9.1 CBT is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops.

9.2 Broadband services. When INTRADO COMM seeks access to a hybrid loop for the provision of broadband services, CBT shall provide INTRADO COMM with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that hybrid loop, including DS1 or DS3 capacity (where impairment has been found to exist), on an unbundled basis to establish a complete transmission path between CBT's central office and an End User's Customer premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.

9.3 Narrowband services. When a requesting telecommunications carrier seeks access to a hybrid loop for the provision of narrowband services, CBT may either:

- (A) Provide nondiscriminatory access, on an unbundled basis, to an entire hybrid loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

(B) Provide nondiscriminatory access to a spare home-run copper loop serving that Customer on an unbundled basis.

10.0 Fiber-to-the-home loops

A fiber-to-the-home loop is a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving a residential end user's customer premises.

10.1 New builds. CBT is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an unbundled basis when CBT deploys such a loop to a residential unit that previously has not been served by any loop facility.

10.2 Overbuilds. CBT is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an unbundled basis when CBT has deployed such a loop parallel to, or in replacement of, an existing copper loop facility. Except that:

10.2.1 CBT must maintain the existing copper loop connected to a particular customer premises after deploying the fiber-to-the-home loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless CBT retires the copper loop pursuant to Section 10.3 of this Schedule, below.

10.2.2 If CBT maintains the existing copper loop pursuant to Section 10.2.1 of this Schedule, above, need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case CBT shall restore the copper loop to serviceable condition upon request.

10.2.3 If CBT retires the copper loop pursuant to Section 10.3 of this Schedule, below, shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the fiber-to-the-home loop on an unbundled basis.

10.3 Retirement of copper loops or copper subloops. Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop, CBT must comply with:

- (A) The network disclosure requirements set forth in Section 251(c)(5) of the Act and in 47 C.F.R. §§ 51.325 through 51.335; and
- (B) Any applicable state requirements.

11.0 Loop Databases

11.1 CBT will provide to INTRADO COMM the same access as CBT's retail customer service representatives have to CBT's loop or outside plant electronic databases, to the extent any exist, for INTRADO COMM's use in its (i) preordering, and loop qualification, (ii) ordering, (iii) provisioning (iv) maintenance, and repair and (v) billing processes.

14.2 All requests for Two and Four Wire xDSL Compatible Loops will trigger a loop characteristic information process. This loop characteristic information process examines the available loop facilities to the customer premises in question for information about the loop facilities' physical characteristics. The loop characteristic information process shall examine all available loop facilities with the goal of finding a Two Wire or Four Wire xDSL Capable Loop that meets INTRADO COMM requirements. Until a mechanized process is in place for obtaining loop characteristic information, if ever, all requests for loop characteristic information shall be submitted to CBT on a manual basis. The qualification charge applies when CBT supplies loop characteristic information to INTRADO COMM.

14.3 If the result of the loop characteristic information process indicates that the best available loop meets the parameters for a xDSL Compatible Loop, INTRADO COMM will be so notified.

14.4 If the results of the loop characteristic process indicate that no existing loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop, INTRADO COMM will be so notified.

14.4.1 If no loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop because of the existence of electronics, not including the existence of bridged taps, on the loop and said loop is less than eighteen (18) kilofeet of twenty-six (26) gauge copper equivalent in length, CBT shall, upon INTRADO COMM request, remove all such intervening electronics in exchange for payment of the conditioning charge by INTRADO COMM and provide such loop to INTRADO COMM.

14.4.2 If an existing loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop due to the existence of a digital loop carrier system, CBT shall, at the request of INTRADO COMM, remove such loop to existing parallel copper carrying a not copper-dependent service that is then currently in use.

14.4.3 If no loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop because of the existence of load coils on the loop and said loop is less than eighteen (18) kilofeet of twenty-six (26) gauge copper equivalent in length, CBT shall, upon INTRADO COMM request, remove all load coils in exchange for payment of the load coil removal charge by INTRADO COMM and provide such loop to INTRADO COMM.

14.4.4 If no existing loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop due to the existence of bridged taps, and said loop is less than eighteen (18) kilofeet of twenty-six (26) gauge copper equivalent in length, CBT shall, at the request of INTRADO COMM, remove bridged taps in exchange for payment of the bridged taps removal charge by INTRADO COMM and provide such loop to INTRADO COMM.

14.4.5 If the results of the loop characteristic process indicate that no loop is less than eighteen (18) kilofeet of 26 gauge equivalent length, INTRADO COMM will be so notified. If INTRADO COMM still would like to purchase this loop, CBT will provide such a loop.

SCHEDULE 9.2.2

UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

CBT will offer unbundled access to Network Interface Devices ("NID"). The NID is a Network Element defined as any means of interconnection of end-user customer premises wiring to the incumbent LEC's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions and capabilities of the facilities used to connect the loop to the premises wiring, regardless of the particular design of the NID mechanism.

Schedule 9.5, Section 3.0, Network Interface Device Capability, provides additional information on NID provisioning, Maintenance and control of premises (inside wiring) is under the control of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

DRAFT

SCHEDULE 9.2.4

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are CBT transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, that provide Telecommunications Services between Wire Centers/Switching Centers owned by CBT or between Switches owned by CBT.

For purposes of this Schedule 9.2.4, a route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g., wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

1.0 CBT provides several varieties of unbundled Interoffice Transmission Facilities:

1.1 Unbundled dedicated interoffice transport facility ("Dedicated Transport") is a dedicated facility connecting two CBT Central Office buildings via CBT transmission equipment. In each Central Office building, INTRADO COMM will Cross-Connect this facility to its own transmission equipment (physically or logically) Collocated in each Wire Center, or to other unbundled Network Elements provided by CBT, to the extent the requested combination is technically feasible and is consistent with other standards established by the FCC and the Commission for the combination of unbundled Network Elements. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2 "Dedicated entrance facility" is a dedicated facility connecting CBT's transmission equipment in an CBT Central Office with INTRADO COMM's transmission equipment in INTRADO COMM's switching center for the purposes of providing Telecommunications Services. CBT is not required to unbundle dedicated entrance facilities.

1.3 "Shared Transport" is defined as transmission facilities shared by more than one carrier, including CBT, between end office switches, between end office switches and tandem switches, and between tandem switches in CBT's network. Shared Transport consists of CBT interoffice transport facilities and is a distinct rate element but cannot be provisioned separate from local or tandem switching.

2.0 CBT shall offer Interoffice Transmission Facilities in each of the following ways:

2.1 As a dedicated transmission path (e.g., DS1 and DS3,).

2.2 Shared Transport, as described in Section 1.3 above.

2.3 Dark Fiber, defined as optical transmission facilities without attached multiplexing, aggregation or other electronics.

3.0 Where Dedicated Transport or Shared Transport is provided, it shall include (as appropriate):

3.1 The transmission path at the requested speed or bit rate.

3.2 The following optional features are available, if requested by INTRADO COMM, at additional cost:

3.2.1 Clear Channel Capability per 1.544-Mbps ("DS1") bit stream;

3.2.2 CBT-provided Central Office multiplexing:

(a) DS3 to DS1 multiplexing; and

(b) DS1 to Voice/Base Rate/128, 256, 384-Kbps Transport;
multiplexing

4.0 Technical Requirements. This Section sets forth technical requirements for all Interoffice Transmission Facilities.

4.1 When CBT provides Dedicated Transport as a circuit, the entire designated transmission facility (e.g., DS1 and DS3) shall be dedicated to INTRADO COMM-designated traffic.

4.2 CBT shall offer Interoffice Transmission Facilities in DS1 and DS3 transport systems, where available.

4.3 For DS1 facilities, Interoffice Transmission Facilities shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

4.4 For DS3 facilities, Interoffice Transmission Facilities shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

4.5 When requested by INTRADO COMM, Interoffice Transmission Facilities shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

4.6 When physical diversity is requested by INTRADO COMM, CBT shall provide physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by INTRADO COMM).

4.7 Any request by INTRADO COMM for diversity shall be subject to additional charges.

4.8 CBT shall offer the following interface transmission rates for Interoffice Transmission Facilities:

4.8.1 DS1 (Extended SuperFrame - ESF and D4);

4.8.2 DS3 (C-bit Parity and M13 shall be provided);

4.9 CBT shall permit (when made available as a service) INTRADO COMM to obtain the functionality provided by DCS together with and separate from dedicated transport in the same manner that CBT offers such capabilities to DXCs that purchase transport services. If INTRADO COMM requests additional functionality, such request shall be made through the Bona Fide Request process.

5.0 DS1 Requirements

5.1 CBT shall unbundle DS1 transport between any pair CBT wire centers except where, through application of tier classifications described in paragraph 8, below, both wire centers defining the route are Tier 1 wire centers. As such, CBT must unbundle DS1 transport if a wire center at either end of a requested route is a Tier 1 wire center, or if neither is a Tier 1 wire center.

5.2 INTRADO COMM may obtain a maximum of ten (10) unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

6.0 DS3 Requirements

6.1 CBT shall unbundle DS3 transport between any pair of CBT wire centers except where, through application of tier classifications described in paragraph 8, below, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. As such, CBT must unbundle DS3 transport if a wire center on either end of a requested route is a Tier 3 wire center.

6.2 INTRADO COMM may obtain a maximum of 12 unbundled DS3 dedicated transport circuits each route where DS3 dedicated transport is available on an unbundled basis.

6.3 For a 12-month period beginning on the effective date of the Triennial Review Remand Order (March 11, 2005 through March 10, 2006), any DS3 dedicated transport UNE that a INTRADO COMM leases from CBT as of that date, but which CBT is not obligated to unbundle pursuant to paragraphs 6.1 or 6.2 of this section, shall be available for lease from CBT at a rate equal to the higher of (1) 115 percent of the rate INTRADO COMM paid for the dedicated transport element on June 15, 2004, or (2) 115 percent of the rate the state

commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that dedicated transport element. Where CBT is not required to provide unbundled DS3 transport pursuant to paragraphs 6.1 or 6.2 of this section, INTRADO COMM may not obtain new DS3 transport as unbundled network elements.

7.0 Dark Fiber Requirements

7.1 CBT shall unbundle dark fiber transport between any pair of CBT wire centers except where, through application of tier classifications described in paragraph 8 of this section, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. As such, an incumbent LEC must unbundle dark fiber transport if a wire center on either end of a requested route is a Tier 3 wire center.

8.0 Wire center tier structure. For purposes of this Schedule 9.2.4, CBT wire centers shall be classified into three tiers, defined as follows:

- 8.1 Tier 1 wire centers are those CBT 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 incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. 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.
- 8.2 Tier 2 wire centers are CBT wire centers that are not Tier 1 wire centers, but contain at least 5 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.
- 8.3 Tier 3 wire centers are those CBT wire centers that do not meet the criteria for Tier 1 or Tier 2 wire centers.

SCHEDULE 9.2.6

OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 1.0 Pre-Ordering, Ordering and Provisioning. CBT will use the interface described in Section 10.13.2(a) necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number selection and due date selection). However, the Local Service Request ("LSR") interface will be used for the transfer of information concerning the Network Elements and Combinations which INTRADO COMPANY intends to order in a specific Wire Center.
- 2.0 Maintenance and Repair. CBT will use the interface described in Section 10.13.3(a) for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status).
- 3.0 Billing. CBT will provide appropriate data to INTRADO COMPANY to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.

SCHEDULE 9.2.7

SUBLOOPS

1.0 Initially CBT will consider all requests for access to subloops on an individual case basis (ICB) due to the wide variety of interconnections available and the lack of standards and provide written response to INTRADO COMM covering time intervals, prices and other information based on the "Standard" BFR request process. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern emerges.

DRAFT

SCHEDULE 9.3.2

COMBINATIONS

1.0 Loop Combination

Unbundled NID
Unbundled Loop

2.0 Loop/Transport Combination #1 (VG Interface) (EEL #1)

Unbundled NID
Unbundled Loop
Concentrators/Multiplexers
Dedicated Transport

3.0 Loop/Transport Combination #2 (DSL Interface) (EEL #2)

Unbundled NID
Unbundled Loop
Concentrators/Multiplexers
Dedicated Transport

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

1.1 Subject to the terms of Article IX, INTRADO COMM may order and/or request Network Elements individually or in the combinations set forth on Schedule 9.3.4 and shall not require the enumeration of each Network Element on a single order if such Network Elements are (i) for a single type of service, (ii) for a single location, and (iii) for the same account.

1.2 CBT shall provide provisioning services to INTRADO COMM during Normal Business Hours on Business Days. INTRADO COMM may request CBT to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If INTRADO COMM requests that CBT perform provisioning services at times or on days other than as required in the first sentence of this Section 1.2, CBT shall provide such services based on time and materials charges for all CBT personnel involved set forth in the Pricing Schedule. CBT shall quote, within three (3) Business Days of the request, a cost-based rate for such services. If INTRADO COMM accepts CBT's quote, CBT shall perform such provisioning services. After having given INTRADO COMM its price quote, CBT may charge INTRADO COMM for any unanticipated extraordinary costs that it may incur, provided that CBT informs INTRADO COMM of the charge and INTRADO COMM verifies that it will pay for these charges. INTRADO COMM may request appropriate documentation from CBT detailing these charges. Such costs should not be duplicative of any costs already paid by INTRADO COMM for provisioning these services. Any disputes concerning the appropriateness of such charges may be resolved by the Commission.

1.3 CBT shall provide an INTRADO COMM Service Center ("LEC-C") for ordering and provisioning of Network Elements and order flow involved in the purchase and provisioning of CBT's unbundled Network Elements and Combinations. CBT shall provide an electronic interface to accept LSRs for ordering and provisioning service. If CBT expands its use of its electronic interfaces and support systems, it will afford the same opportunity to INTRADO COMM. The LEC-C shall provide to INTRADO COMM a telephone number (operational during Normal Business Hours on Business Days.), which will be answered by capable staff trained to resolve problems in connection with the provisioning of Network Elements. The LEC-C is responsible for order acceptance, order issuance and return of the Firm Order Commitment ("FOC") to INTRADO COMM as specified in the Schedule 9.5.

1.4 CBT shall provide to INTRADO COMM a single point of contact for all maintenance and repair activities. A telephone number will be provided twenty-four (24) hours per day, seven (7) days per week.

1.5 CBT will recognize INTRADO COMM as the Customer of Record of all Network Elements ordered and agreed to Combinations ordered by INTRADO COMM and will send all notices, invoices and pertinent Customer information directly to INTRADO COMM.

1.6 When requested by INTRADO COMM, CBT will schedule installation appointments with CBT's representative on the line with INTRADO COMM's representative until INTRADO COMM has access to CBT's scheduling system.

1.7 CBT will provide INTRADO COMM with a Firm Order Confirmation ("FOC") for each order by 5:00 p.m. of the next Business Day of CBT's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC must contain an enumeration of Network Elements as ordered by INTRADO COMM and CBT's commitment date for order completion ("Committed Due Date"), which commitment date shall be established on a non-discriminatory basis with respect to installation dates for comparable orders at such time.

1.8 CBT may not initiate any disconnection or rearrangement of an INTRADO COMM ordered Elements or Combinations, except as directed by INTRADO COMM or as otherwise provided in this Agreement, except as directed by another LEC which has subsequently been authorized by the Customer to act as the Customer's agent and requests such rearrangement or disconnection.

1.9 Upon work completion, CBT will provide INTRADO COMM (unless otherwise notified by INTRADO COMM) with an order completion per order that states when that order was completed. CBT shall respond with specific order detail as enumerated on the FOC.

1.10 As soon as identified, CBT shall provide notification of INTRADO COMM orders that are incomplete or incorrect and therefore cannot be processed.

1.10.1 CBT will perform pre-testing of Network Elements and Combinations in accordance with CBT's standards. At INTRADO COMM's request, CBT will make available INTRADO COMM for an additional charge any available test and turn-up results in support of the Network Elements or Combinations ordered by INTRADO COMM.

1.11 As soon as identified, CBT shall provide notification of any instances when CBT's Committed Due Dates are in jeopardy of not being met by CBT on any element or feature contained in an order for Network Elements or Combinations. CBT shall indicate its new committed due date within 24 hours.

1.12 Subject to Article IX, Network Elements and Combinations will be provisioned with a combination of customer-specific and bulk orders, as specified by INTRADO COMM.

1.13 CBT shall provide to INTRADO COMM upon request and at rates as specified in the Pricing Schedule:

1.13.1 a list of all services and features technically available from each switch that CBT may use to provide Local Switching, including whether the switch has the capability of supporting Inter and IntraLATA PICs by switch CLLI;

1.13.2 a listing by street address detail, of the service coverage area of each switch CLLI;

1.13.3 when available, all engineering design and layout information for each Network Element and Combination except that layout information for basic 2-wire analog loops which will be provided only when qualification is ordered;

1.13.4 a listing of all technically available functionalities for each Network Element or Combination; and

1.13.5 advanced information on the details and requirements for planning and implementation of NPA splits.

1.14 Promptly after the Effective Date, CBT shall provide INTRADO COMM an initial electronic copy of the following information:

- 1.14.1 Street address verification;
- 1.14.2 Switch identification by service address; and
- 1.14.3 Switch feature verification.

Electronic updates to such information shall be provided monthly to INTRADO COMM as changes are made to such information.

1.15 For order of service requests that require coordination among CBT, INTRADO COMM and INTRADO COMM's Customer, INTRADO COMM shall be responsible for any necessary coordination with the INTRADO COMM Customer.

1.16 CBT shall recognize INTRADO COMM as an agent for the subscriber in coordinating the disconnection of services provided by another INTRADO COMM or CBT provider. INTRADO COMM has obtained proper authorization from the Customer.

1.17 Order Rejections

CBT shall reject and return to INTRADO COMM any order that CBT cannot provision, and in its reject notification provide an error code identifying the reasons for which the order was rejected.

1.18 Service Order Changes

1.18.1 If an installation or other INTRADO COMM-ordered work requires a change from the original INTRADO COMM service order in any manner, CBT shall call INTRADO COMM in advance of performing the installation or other work to obtain

authorization. CBT shall then provide INTRADO COMM an estimate of additional labor hours and/or materials. After all installation or other work is completed, CBT shall notify INTRADO COMM of actual labor hours and/or materials used in accordance with regular service order completion schedules.

1.18.2 If an INTRADO COMM Customer requests a service change at the time of installation or other work being performed by CBT on behalf of INTRADO COMM, CBT, while at the Customer premises, shall direct the INTRADO COMM Customer to contact INTRADO COMM so as to avoid unnecessary delays in service activation should the CBT representative leave the Customer premises. If CBT's technician awaits INTRADO COMM's response for more than fifteen (15) minutes, Standby Charges as set forth in the Pricing Schedule will apply.

1.18.3 If INTRADO COMM requests a change in due date or changes the content of an order it has provided to CBT, service order change charges as specified in the Pricing Schedule will apply.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 INTRADO COMM shall access CBT's Unbundled Local Loops via Collocation or in accordance with ~~Articles~~ Article of this Agreement at the CBT Wire Center where the element exists, and each Loop shall be delivered to INTRADO COMM's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 CBT shall provide INTRADO COMM access to its unbundled Loops at each of CBT's Wire Centers. In addition, if INTRADO COMM requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop Concentrator, CBT shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to INTRADO COMM. If, however, no spare physical Loop is available, CBT shall within forty-eight (48) hours of INTRADO COMM's request notify INTRADO COMM of the lack of available facilities. INTRADO COMM may then at its discretion make a Bona Fide Request for CBT to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 2.2.2 of this Schedule and the CBT Network Element Performance Benchmarks set forth in Schedule 9.10 of this Agreement shall not apply to unbundled Loops provided under this Section 2.1.2.

2.2 Provisioning of Unbundled Loops.

2.2.1 INTRADO COMM shall request unbundled Loops from CBT by delivering to CBT a valid electronic transmittal service order (a "Service Order") using the electronic interface described in Schedule 9.2.6. Within one (1) business day of CBT's receipt of a Service Order, CBT shall provide INTRADO COMM the FOC date and Frame Due Time ("FDT") according to the applicable CBT Network Element Performance Benchmarks set forth in Section 9.10 of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.3 Coordination of conversions of "live" Telephone Exchange Services will be as specified in Schedule 9.5.4.

2.3.1 Not less than (1) hour prior to the Scheduled Cutover Window, either Party may contact the other Party and unilaterally designate a new Scheduled Cutover Window. However, If CBT requests the New Cutover Window, the applicable Line Connection Charge shall be waived; and If INTRADO COMM requests the New Cutover Window, INTRADO COMM shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.3.2 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected for disconnection of "live" Telephone Exchange Services to the connection of an unbundled Network Element at the INTRADO COMM Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by CBT (and not by INTRADO COMM contributing Delaying Event), CBT shall waive the applicable Line Connection Charge for such element.

3.0 Network Interface Device Capability.

3.0.1 For locations where the protector is integrated into the NID (e.g., one and two family residential locations and single tenant business locations), INTRADO COMM shall connect its loop facilities to the Customer's inside wiring through CBT's NID through an adjoining NID provided by INTRADO COMM.

3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, INTRADO COMM may remove the inside wire from CBT's NID and connect that wire to INTRADO COMM's NID;

3.1.2 INTRADO COMM may enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures;

3.2 For locations where the protector is not integrated into the NID (e.g., multiple dwelling units and business locations), CBT will provide INTRADO COMM access to NIDs in a manner that will permit INTRADO COMM to (1) connect its loop facilities to the Customer's inside wiring through CBT's NID; (2) connect its NID to CBT's NID; (3) connect an unbundled loop to its NID; or (4) retain the connection of an unbundled loop to CBT's NID. In order to access the Customer's inside wire, INTRADO COMM may:

3.2.1 Enter CBT's loop terminal enclosure located at a multiple dwelling unit ("MDU") for the purpose of accessing Customer premises inside wire and extending such wire to INTRADO COMM's own adjoining NID; or

3.2.2 Request CBT to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., INTRADO COMM, its agent, the building owner, or the Customer).

3.3 If INTRADO COMM accesses the Customer's inside wire as described in Paragraph 3.2.2 of this Schedule 9.5, the time and material charges will be billed to the requesting party (i.e., INTRADO COMM, the building owner, or the Customer).

3.4 In no case shall INTRADO COMM remove or disconnect CBT's loop facilities from CBT's NIDs, enclosures, or protectors.

3.5 In no case shall INTRADO COMM remove or disconnect ground wires from CBT's NIDs, enclosures, or protectors.

3.6 Maintenance and control of premises wiring (inside wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

3.7 Due to the wide variety of NID enclosures and outside plant environments, CBT will work with INTRADO COMM to develop specific procedures to establish the most effective means of implementing this Section 3.0.

4.0 Reserved for future use.

5.0 Interoffice Transmission Facilities.

CBT shall:

5.1 Provide INTRADO COMM exclusive use of Interoffice Transmission Facilities dedicated to INTRADO COMM, or use of the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including INTRADO COMM;

5.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that INTRADO COMM could use to provide Telecommunications Services;

5.3 Permit, to the extent technically feasible, INTRADO COMM to connect such interoffice facilities to equipment designated by INTRADO COMM, including INTRADO COMM's Collocated facilities.

6.0 Reserved for future use.

7.0 Operations Support Systems Functions

7.1 CBT shall provide INTRADO COMM access to Operations Support Systems functions on or before the dates set forth on the Implementation Schedule.

8.0 Provisioning of Subloops.

8.1 Initially CBT will consider all requests for access to subloops on an individual case basis (ICB) due to the wide variety of interconnections available and lack of standards and provide written response to INTRADO COMM covering time intervals, prices and other information based on the "Standard BFR request process. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.

SCHEDULE 9.5.4

COORDINATED INSTALLATION PROCESS FOR UNBUNDLED LOOPS

1.0 General Coordinated Installation Process.

1.1 CBT and INTRADO COMM shall coordinate installation in such a way as to minimize the out of service time a Customer may experience, and to minimize the need for live telephone conversations between CBT and INTRADO COMM to perform the conversion.

Where possible, CBT will match the disconnection of a CBT service with the installation of CBT Unbundled Loops. A Frame Due Time (FDT) will be assigned to the multiple service orders involved in a conversion. The FDT will define a two hour "Cutover Window" in which CBT will work the various orders and will determine the time frame within which INTRADO COMM must complete its portion of the installation process.

1.2 The table below identifies the cutover window available for each FDT specified. The FDT is available during Normal Business Hours, Business Days.

FDT *	CUTOVER WINDOW
-------	----------------

10 AM	9 AM-10 AM
11 AM	9 AM-11 AM
12 AM	10 AM-12 PM
1 PM	11 AM-1 PM
2 PM	12 PM-2 PM
3 PM	1 PM-3 PM
4 PM	2 PM-4 PM
5 PM	3 PM-5 PM

The Table in Schedule 9.5.4, Section 1.2, will be subject to revision by mutual agreement between the Parties.

1.3 If INTRADO COMM has a special request for service coordination which is not part of the process as described above, including conversions at times outside of the normal FDT windows, CBT will with proper notice and agreement schedule the service order activities to accommodate the request. This request will be indicated as FDT=X. Due to the additional CBT resources that are necessary to accommodate the special request, additional charges per the Pricing Schedule will apply.

1.4 The FDT process requires the following steps:

1.4.1. Prior to the Cutover Window 8:00 A.M. on the Due Date, the provider of dial tone will have dial tone translated and available. CBT shall perform the Dial Tone Test during the Cutover Window at no charge to INTRADO COMM.

1.4.2. Within the FDT window, the physical activity of disconnecting and placing central office jumpers will take place.

1.4.3. At the midpoint of the FDT window, translation work will be initiated to add or remove features, including translations required to implement interim number portability.

* For CBT Band three (3) Rural Offices, (identified in Attachment A) the Cutover Window shall be extended to three (3) hours. However, the conversion interval shall remain at sixty (60) minutes or less.

DRAFT

SCHEDULE 9.10

NETWORK ELEMENT PERFORMANCE BENCHMARKS AND PARITY MEASUREMENTS

A. Network Element Performance Benchmarks

1. CBT shall on a monthly basis strive to complete 90% , on an aggregate basis, of the total Performance Activities contained in Section C of this Schedule 9.10 within the specified interval subject to exclusions per Section A.2.
2. The following types of orders will be excluded from the measurement for performance and determination of Service Credits described in Section 17.2: (1) INTRADO COMM requests an extended interval that exceeds the standard interval stated in this Schedule, (2) after an order is submitted to CBT, it is changed or rescheduled by INTRADO COMM, (3) INTRADO COMM or the Customer causes a delay in completing an order, (4) any other "Delaying Event" as defined in this Agreement.
3. The measurements described in 1. and 2. above constitute the only Performance Activities in this Schedule 9.10 which are to be included as for the purpose of determining Service Credits per Section 17.2.
4. The Parties shall negotiate new intervals for Unbundled Loops if the intervals set forth below prevent INTRADO COMM from complying with Minimum Telephone Service Standards or other applicable regulatory requirements.

B. Standard Intervals for Data Service Qualification:

1. Mechanical (Information available in mechanical Database) By 5:00 p.m. next Business Day
2. Manual Process 5 Business Days

C. Standard Intervals for specific types of individual Network Elements:

Unbundled Loop

1. Two-Wire Analog Voice Grade Loops (POTS)

Volume:*

1-24 Loops

5 Business Days

25+ Loops

Negotiated

2. Two-Wire Analog Voice Grade Loops (Qualified/Conditioned)

Volume:*

1-10 Loops	7 Business Days
11-20 Loops	10 Business Days
21+ Loops	Negotiated

3. Four-Wire Analog Voice Grade Loop Negotiated

4. Four-Wire 64-Kbps Digital Loop Negotiated

5. Two Wire ISDN BRI 160-Kbps Digital Loop 10 Business Days

6. Four-Wire 1.544-Mbps Digital Loop

Facilities Available	7 Business Days
No Facilities Available	Negotiated

7. Two Wire xDSL Compatible Loop without Conditioning**

Volume:*

1-24 Loops	5 Business Days
25+ Loops	Negotiated

8. Two Wire xDSL Compatible Loop with Conditioning**

Volume:*

1-10 Loops	7 Business Days
11-20 Loops	10 Business Days
21+ Loops	Negotiated

9. Four Wire xDSL Compatible Loop without Conditioning**

Volume:*

1-24 Loops	5 Business Days
25+ Loops	Negotiated

10. Four Wire xDSL Compatible Loop with Conditioning**

Volume:*

1-10 Loops	7 Business Days
11-20 Loops	10 Business Days
21+ Loops	Negotiated

*Number of Individual Network Elements on a single Order, with requirement that separate orders are required for each specific customer premises for Unbundled Loops and NIDs;

however CBT's performance with respect to the Performance Category reflected in this Schedule 9.10 is determined on a loop-by-loop basis.

****Applies for loops previously qualified**

11. DS3 Loop Facilities in Place 7 Business Days

D. Parity Measurements

CBT shall, on a monthly basis, accumulate the following measurements solely for demonstration of compliance with Section 9.3, but will not be used for the purpose of determining a Service Credit for Section 17.2.

1. Percent of Firm Order Commitments ("FOC") provided by 5:00 p.m. of next Business Day.

SCHEDULE 10.1

WHOLESALE RESALE SERVICES

1.0 Subject to changes due to decisions of the Commission or other applicable laws, rules, regulations or orders, CBT shall apply a wholesale discount of eleven point nine-two percent (11.92%) to all discounted resale services. When INTRADO COMM provides its own OS/DA service, CBT shall apply a wholesale discount of twelve point six-two percent (12.62%).

DRAFT

SCHEDULE 10.3.1

GRANDFATHERED SERVICES

OHIO

GENERAL EXCHANGE TARIFF PUCO NO. 8 (GET)

EXCHANGE RATE TARIFF PUCO NO. 2 (ERT)

[illegible]

SCHEDULE 10.3.2

SCHEDULED TO BE WITHDRAWN SERVICES

OHIO

GENERAL EXCHANGE TARIFF PUCO NO. 8 (GET)
EXCHANGE RATE TARIFF PUCO NO. 2 (ERT)
ACCESS SERVICES TARIFF PUCO NO. 1

TOPIC	TARIFF	SECTION	PAGE	DATE WITHDRAWN
CENTREX Type I and II	GET	21	AE	10/14/98
Alarm Services	Access Service Tariff	16	23-44	1/1/99
Joint User Service	GET	12	1	1/1/99

SCHEDULE 10.9

RESALE PERFORMANCE BENCHMARKS AND PARITY MEASUREMENTS

A. Resale Performance Benchmarks

1. CBT shall, on a monthly basis, complete 90% of the eligible installation orders within the intervals set forth below.
2. The following types of orders will be excluded from the measurement: (1) at INTRADO COMM's request, the "Application to Expedited Completion" interval exceeds the Standard Interval (2) after the order is submitted to CBT, it is changed or rescheduled by INTRADO COMM, (3) INTRADO COMM or the Customer causes a delay in completing the order, (4) any other "Delaying Event" as defined in this agreement
3. The measurements described in 1. and 2. above, constitute the only Resale Performance Activities in this **Schedule 10.9** which are to be included as Resale Performance Benchmarks for the purpose of determining a service credit per **Section 17.2**.

Standard Interval Guidelines

Service	Quantity	Interval (Business Days)
Residence Lines	Facilities available - no premises visit required	
	Order received before 12 noon	To be completed next day by 5 p.m.
	Order received after 12 noon	2
	Facilities available - premises visit required	5
	No facilities - premises visit required	5
	Additional line (>1 residence line/same premises)	5
Basic Business	1-5 lines	5
	6-10 lines	5
	11-15 lines	5
	16 + lines	Negotiated
Vertical Features	Add or change Vertical Features:	
	Order received before 12 noon	To be completed same day by 5 p.m.
	Order received after 12 noon	To be completed next day by 5 p.m.

Service	Quantity	Interval (Business Days)
Complex Business	ISDN - BRI	10
	PBX Trunks (in a new Trunk Group)	
	1-4 trunks	10
	5-8 trunks	15
	9-12 trunks	21
	13+ trunks	Negotiated
	PBX Trunks (additions to existing Trunk Group)	
	1-10 trunks	5
	11-20 trunks	10
	21+ trunks	Negotiated
	Centrex 2000 (upon Commission approval of Commitment 2000)	Negotiated
	Trunk Advantage & Private Advantage	
	1-8 trunks	10
	9-16 trunks	14
	17-24 trunks	18
	25+ trunks	Negotiated

Note: In the regulatory environment, changes, services may be added or deleted from the chart as mutually agreed upon by the parties.

B. Parity Measurements

CBT shall, on a monthly basis, accumulate the following measurements for demonstration of compliance with Section 10.8.

1. Percent of Firm Order Commitments (FOC) provided by 5:00 p.m. of next Business Day.

C. Installation Measurement

1. Percentage of appointments kept for on-premise installation of new service for single line POTS.
2. Percentage of New Service POTS orders installed within 5 days.

The parity measurements described in B and C, above, are only for the purpose of demonstrating compliance with Section 9.4 and not for the purpose of determining a service credit per Section 17.2.

D. Repair

1. Percent of out-of-service POTS trouble reports not resolved within 24 hours.
2. Average monthly restoral hours for special services circuits.

E. Speed of Answer

1. Operator Services: Toll Assistance calls answered within the Minimum Telephone Service Standards ("MTSS") as specified by the Public Utilities Commission of Ohio.
2. Directory Assistance: Directory Assistance calls answered within the Minimum Telephone Service Standards ("MTSS") as specified by the Public Utilities Commission of Ohio.

Note: Operator Services Answer Time can only indicate the overall performance of the ACE. It cannot measure separately "CBT Resale Records", "INTRADO COMM Resale Records" and "Other Reseller Records".

F. Additional Reporting Requirements

The Parties agree that it may be necessary to alter the reporting requirements during the course of this Agreement. To the extent that the Parties are unable to agree on any requested changes, either Party may submit requests for changes pursuant to the Bona Fide Request process in Schedule 2.2.

SCHEDULE 10.11.1

FORM OF REPRESENTATION OF AUTHORIZATION

INTRADO COMM /CBT hereby represents to CBT/INTRADO COMM, for purposes of obtaining a Customer's Customer Proprietary Network Information ("CPNI") or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of INTRADO COMM /CBT (i.e., those Customers for whom INTRADO COMM /CBT has not obtained Documentation of Authorization to provide Telephone Exchange Service), INTRADO COMM /CBT acknowledges that it must obtain written or electronic authorization in the form of a signed letter, tape-recorded conversation, to the extent allowed by applicable law, password verification, or by other means in each case as approved by the FCC or the Commission ("Documentation of Authorization"), that explicitly authorizes INTRADO COMM /CBT to have access to the prospective Customer's CPNI. However, INTRADO COMM /CBT may obtain a blanket Document of Authorization for the Customer authorizing the release of CPNI to INTRADO COMM /CBT covering any and all requests for such CPNI made over a period of time designated by such authorization. The Documentation of Authorization must be made by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, INTRADO COMM /CBT must submit to CBT/INTRADO COMM the Documentation of Authorization. If INTRADO COMM /CBT cannot provide applicable Documentation of Authorization, then CBT/INTRADO COMM shall not provide CPNI to INTRADO COMM /CBT.
2. CBT/INTRADO COMM will only disclose CPNI to agents of INTRADO COMM /CBT identified in the Documentation of Authorization.
3. If INTRADO COMM /CBT has already obtained Documentation of Authorization from the Customer to place an order for Telephone Exchange Service for the Customer, INTRADO COMM /CBT need not submit Documentation of Authorization to obtain the Customer's CPNI.
4. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, INTRADO COMM /CBT acknowledges that it must obtain Documentation of Authorization that explicitly authorizes INTRADO COMM /CBT to provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. INTRADO COMM /CBT need not submit the Documentation of Authorization to process a service order. However, INTRADO COMM /CBT hereby represents that it will not submit a service order to CBT/INTRADO COMM unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.

5. The Documentation of Authorization must clearly and accurately identify INTRADO COMM /CBT and the prospective Customer.
6. INTRADO COMM /CBT shall retain or be able to produce all Documentation of Authorization for as long as INTRADO COMM /CBT provides Telephone Exchange Service to the Customer or for as long as INTRADO COMM /CBT makes requests for information on behalf of the Customer.
7. INTRADO COMM /CBT shall provide, during Normal Business Hours, Documentation of Authorization for Customers or prospective Customers. CBT/INTRADO COMM upon request, when such Documentation of Authorization is at issue.
8. INTRADO COMM /CBT is responsible for, and shall hold CBT, INTRADO COMM harmless from, any and all Losses (as defined in that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of _____, 2007 by and between CBT and INTRADO COMM (the "Interconnection Agreement")) resulting from CBT's reliance upon INTRADO COMM /CBT's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI or placing a service order for Telephone Exchange Service.
9. If INTRADO COMM /CBT fails to repeatedly and materially abide by the procedures set forth herein, CBT/INTRADO COMM reserves the right to insist upon the submission of Documentation of Authorization for each Customer in connection with a request for a service order.
10. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this _____ day of _____, 2007.

INTRADO COMMUNICATIONS INC.

CINCINNATI BELL TELEPHONE
COMPANY LLC

By: _____

By: _____

Printed: _____

Printed: Susan J. Maggard

Title: _____

Title: Vice President & General Manager
- Carrier Services

SCHEDULE 10.12.5

LAW ENFORCEMENT INTERFACES

1.0 Introduction.

Consistent with Applicable Law, it is necessary for INTRADO COMM and CBT to provide interface requirements to allow INTRADO COMM to use a standard set of procedures for meeting the requirements of applicable law enforcement agencies ("Law Enforcement Process"). The Law Enforcement Process will enable INTRADO COMM to provide identical services to its Customers, as CBT provides to its Customers with regard to such Law Enforcement Procedures. These services include Annoyance Call Bureau, wire intercept, trap and trace, fraud control, physical security and subpoena management, both civil and criminal. INTRADO COMM will compensate CBT for costs CBT incurs in order to perform the Law Enforcement Process for the benefit of INTRADO COMM and INTRADO COMM's Customers.

2.0 Law Enforcement.

Definition - The Law Enforcement Process assures that INTRADO COMM (as a reseller of Resale Services) is in compliance with law enforcement requirements related to providing local Services to its Customers. The Parties agree to comply with law enforcement requirements as provided by the CALTA.

3.0 Annoyance Call Bureau.

3.1 Definition - The Annoyance Call Bureau ("CACB") conducts investigations to help determine the source of intrusive calls after victims receive annoying calls and file an official complaint with the local law enforcement agency. Annoying calls include: threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls. The information obtained will only be released to the local law enforcement agency.

3.2 When INTRADO COMM must initiate a trap or trace as a result of its Customer receiving an annoying call (e.g., threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls), the following operational interfaces should occur:

3.2.1 INTRADO COMM (the reseller) shall inform its Customer that it must file a formal complaint with the local police department and obtain agency's name, officer's name and case or report number.

3.2.2 INTRADO COMM shall contact CACB on behalf of its Customer and provide the required information to initiate trap or call trace.

3.2.3 The CACB shall conduct investigations to determine the source of the unwanted call; work with local police departments to gather evidence; and testify in court, if required, on behalf of INTRADO COMM Customers who have received

annoying calls. The CACB will build case for and establish trap for twenty-one (21) days. INTRADO COMM shall contact the CACB to renew the trap beyond twenty-one (21) days.

3.2.4 The CACB shall provide to INTRADO COMM a local number that will be accessible daily Monday through Friday from 8:00 a.m. - 5:00 p.m.

3.2.5 For non-emergency (not life-threatening) situations, INTRADO COMM shall advise its Customer to contact its local Law Enforcement Agency and to provide INTRADO COMM with required information to initiate a trap or call trace. INTRADO COMM will contact the CACB during standard operating hours to establish a case. For emergency (life-threatening) situations, INTRADO COMM shall inform its Customer to contact the appropriate Law Enforcement Agency, and this Agency will contact CBT to initiate a trap or call trace.

3.2.6 Additionally, for emergency situations, CBT corporate security will provide INTRADO COMM representatives with an emergency security contact available seven (7) days a week, twenty-four (24) hours a day, and INTRADO COMM will provide CBT representatives with an emergency security contact seven (7) days a week, twenty-four (24) hours a day.

3.2.7 INTRADO COMM's Customer shall contact INTRADO COMM with the dates and times of the unwanted calls. INTRADO COMM shall fax the dates and times of the unwanted calls to the Annoyance Call Bureau.

3.2.8 At the end of the tracing investigation (twenty-one (21)-day period), the CACB shall send written confirmation to INTRADO COMM informing INTRADO COMM of the disposition of the case (i.e., successful or non-successful). All evidence gathered on a successful case will be forwarded to the local Law Enforcement Agency which INTRADO COMM identified to the CACB. INTRADO COMM shall inform its Customer of the results of the investigation.

3.2.9 If INTRADO COMM Customers call CBT to initiate an annoying call report, CBT shall advise the person receiving the annoying or harassing call to call INTRADO COMM.

4.0 Wire Intercept

4.1 Definition - Requests from Law Enforcement Agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously monitor phone calls (e.g., conversations or data) of INTRADO COMM Customers.

4.2 Operational Interface Requirements - The Law Enforcement Agency (e.g., local, state or federal police department or government organization) shall serve CBT with a court order, authorizing CBT to conduct a wire intercept on the INTRADO COMM Customer line.

5.0 Pen Register (Dial Number Recorder).

5.1 Definition - Requests from Law Enforcement Agencies to conduct a "form" of identifying calls dialed by INTRADO COMM Customers in local Exchange Areas. A pen register is a mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the electrical impulses caused when the dial on the telephone is released. A pen register does not overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2 Operational Interface Requirements - See Wire Intercept Section 4.1.

6.0 Trace.

6.1 Definition - A form of electronic identification of calling numbers, where, upon consent from the INTRADO COMM Customer (INTRADO COMM) or, by order, law enforcement officials request a record of calling numbers to the premises of the INTRADO COMM Customer.

6.2 Central Office Features - Call Trace is an advanced custom calling feature that provides INTRADO COMM direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer but will be provided to law enforcement officials.

7.0 Subpoena Management.

7.1 Definition - The criminal or civil process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding are made and make them readily retrievable by local police departments, government organizations and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, and trace services, etc.)

7.2 Operational Interface Requirements - The Law Enforcement Agency (e.g., local, state or federal police department, government organization or attorney) or civil litigant shall serve CBT an original subpoena naming CBT in its court document for requests for Customer information (see above definition). CBT shall forward call trace information to the Law Enforcement Agency for inquiries regarding INTRADO COMM Customers. If the Law Enforcement Agency serves INTRADO COMM the original subpoena, INTRADO COMM shall forward a copy of the original subpoena to CBT and advise the Law Enforcement Agency to re-send an original subpoena naming CBT in its court document. CBT shall notify INTRADO COMM of the resolution of the investigation, if permitted. However, CBT shall only provide the results of the investigation to the proper Law Enforcement Agency. For civil subpoena, CBT will provide the requested information to the extent that the information is in its possession and is non-privileged.

7.3 Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones and telemarketing calls to INTRADO COMM's Customers are pending further discussions with CBT.

DRAFT

SCHEDULE 10.13

RESALE MAINTENANCE PROCEDURES

By the end of Contract Month 1, the Implementation Team shall agree upon the processes to be used by the Parties for maintenance of Resale Services. These processes will address the implementation of the requirements of this Schedule 10.13.

1. CBT shall provide repair, maintenance and testing for all Resale Services in accordance with the terms and conditions of this Schedule 10.13. INTRADO COMM shall handle all interaction with INTRADO COMM Customers, including all calls regarding service problems, scheduling of technician visits, and notifying the subscriber of trouble status and resolution.
2. CBT technicians shall provide repair service that is equal in quality to that provided to CBT Customers; trouble calls from INTRADO COMM Customers shall receive response time priority that is at parity to that of CBT Customers and shall be based on trouble severity, regardless of whether the Customer is an INTRADO COMM Customer or an CBT Customer.
3. CBT shall provide INTRADO COMM with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to INTRADO COMM. Under this Schedule that it currently provides for its own customers. CBT shall provide INTRADO COMM notice of any scheduled maintenance activity that may impact INTRADO COMM's Customers on the same basis it provides such notice to its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements and cable tests.
4. CBT shall provide notice of non-scheduled maintenance activity that may impact INTRADO COMM Customers. Details of notification procedures will be addressed by the implementation team. CBT shall provide maintenance as promptly as possible to maintain or restore service and shall advise INTRADO COMM of any such actions it takes.
5. If service is provided to INTRADO COMM Customers before an Electronic Interface ("EI") is established between INTRADO COMM and CBT, INTRADO COMM will transmit repair calls to CBT repair bureau by telephone.
6. The CBT repair bureau, including the EI, to be established by the Implementation Team, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week, except when preventative maintenance and software revisions require an out-of-service condition. CBT will provide INTRADO COMM a twenty-four (24)-hour advanced notification of such out-of-service conditions.

7. CBT shall provide progress reports and status-of-repair efforts to INTRADO COMM upon request and at a frequency interval to be determined by the Implementation Team. CBT shall inform INTRADO COMM of restoration of Resale Service after an outage has occurred.
8. Maintenance charges for premises visits by CBT technicians shall be billed to INTRADO COMM, not to INTRADO COMM's Customers, by CBT. The CBT technician shall, however, present the Customer with an unbranded form to identify INTRADO COMM, INTRADO COMM's address, and INTRADO COMM's Customer service telephone number detailing the time spent, the materials used and an indication that the trouble has either been resolved or that additional work will be necessary, in which case the CBT technician shall make an additional appointment with the Customer and notify INTRADO COMM as to the schedule of the appointment. The CBT technician shall obtain the Customer's signature when available upon said form and then use the signed form to input maintenance charges into CBT's repair and maintenance database.
9. Dispatching of CBT technicians to INTRADO COMM Customer premises shall be accomplished by CBT pursuant to a request received from INTRADO COMM. The Electronic Interface, or other procedures mutually agreed to by the Parties, shall have the capability of allowing INTRADO COMM to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the Customer's premises and verify any actual work completed on the Customer's premises.
10. Critical or Expedited Troubles.

Upon receiving a referred trouble from INTRADO COMM, the CBT technician will offer a dispatch appointment and quoted repair time dependent upon CBT's force-to-load condition. CBT's maintenance administrators will override this standard procedure on a non-discriminatory basis using the same criteria as CBT uses to expedite intervals for itself and its subsidiaries, Affiliates and retail Customers. If CBT will be unable to meet an INTRADO COMM expedited request, CBT will notify INTRADO COMM and INTRADO COMM will have the option to implement the escalation process agreed to by the Implementation Team.

11. Disaster Recovery.

The Implementation Team will establish a process for disaster recovery that addresses the following:

- Events affecting CBT's network, work centers and operational support systems;
- Establishing and maintaining a single point of contact responsible for disaster recovery activation, status and problem resolution during the course of a disaster, and restoration;
- Procedures for notifying INTRADO COMM of problems, initiating restoration plans and advising INTRADO COMM of the status of resolution;

- Definition of a disaster; and
- Equal priority, as between INTRADO COMM Customers and CBT Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel and access to spare parts and components.

DRAFT

SCHEDULE 10.13.2

**SERVICE ORDERING AND PROVISIONING PROCEDURES AND INTERFACE
FUNCTIONALITY**

1. Service ordering and provisioning procedures will provide INTRADO COMM with the ability to:

- (a) Obtain, during sales discussions with a Customer, access to the following CBT Customer service record data in a manner that is transparent to the Customer:
 - Billing telephone number/name/address
 - Service Location Address
 - Working telephone number(s) on the account
 - Existing service and features
 - Blocking
 - CLASS Features
 - Telephone Assistance Programs, Telephone Relay Service and similar services indicator
 - Special Exemption Status indicator, if any
 - Directory Listing Information
 - Information necessary to identify intraLATA toll provider and InterLATA provider, as applicable
- (b) Obtain information on all features and services available;
- (c) Order all desired features and services for the INTRADO COMM Customer.
- (d) Assign a telephone number (if the INTRADO COMM Customer does not have one assigned);
- (e) Establish the appropriate directory listing;
- (f) Determine if a service call is needed to install the line or service;
- (g) Schedule dispatch and installation, if applicable;
- (h) Provide installation dates to Customer;
- (i) Order local intraLATA toll service and enter INTRADO COMM Customer's choice of primary interexchange carrier on a single, unified order;
- (j) Suspend, terminate or restore service to an INTRADO COMM Customer;

CBT will support four (4) transaction types: Assume, Change, New and Delete. If any additional transactional types are made available, the Implementation Team shall address availability and procedures for those additional transaction types.

2. INTRADO COMM shall be entitled to place orders to transfer a Customer to INTRADO COMM without identifying the specific features and services being subscribed by such Customer at the time of the request ("Migration-As-Is"). Furthermore, if a Customer requests changes to its features and/or such service at the time of transfer, as part of a request for Migration-As-Is, INTRADO COMM need only specify the features and/or services that are to change. However, unless agreed to by CBT, Migration-As-Is will not include any service subscribed that is not a Telecommunications Service, that is available for Resale.
3. Critical or Expedited Orders. INTRADO COMM may request that the standard interval for provisioning will be expedited if CBT's standard intervals do not meet the INTRADO COMM Customer's requested due date. Orders will be expedited by CBT on the same basis as it expedites orders for its subsidiaries, Affiliates and Retail Customers. If CBT will be unable to meet an INTRADO COMM expedite request, CBT will notify INTRADO COMM. CBT reserves the right to establish a charge at a later date, for expedite requests.
4. General Resale Ordering and Provisioning Requirements
 - (a) CBT shall provide provisioning services to INTRADO COMM during Normal Business Hours, Business Days. INTRADO COMM may request CBT to provide Saturday, Sunday, holiday and/or off-hour provisioning services. If INTRADO COMM requests that CBT perform provisioning services at times or on days other than as required in the preceding sentence, CBT shall quote, within three (3) Business Days of the request, a cost-based rate for such services. If INTRADO COMM accepts CBT's quote, CBT shall perform such provisioning services. After having given INTRADO COMM a price quote, CBT may charge INTRADO COMM for any unanticipated extraordinary costs that it may incur, provided that CBT informs INTRADO COMM of the charge and INTRADO COMM verifies that it will pay for these charges. INTRADO COMM may request appropriate documentation from CBT detailing these charges. Such costs should not be duplicative of any costs already paid by INTRADO COMM for provisioning these services. Any disputes concerning the appropriateness of such charges may be resolved by the Commission.
 - (b) CBT shall provide a INTRADO COMM Service Center ("LEC-C") for ordering and provisioning contacts and order flow involved in the purchase and provisioning of CBT's Resale Services. The SPOCs shall provide an electronic interface for all ordering and provisioning order flows. The LEC-C shall provide to INTRADO COMM a telephone number, answered during Normal Business Hours, Business Days, by capable staff.

- (c) CBT will recognize INTRADO COMM as the Customer of Record of all Resale Services ordered by INTRADO COMM and will send all notices, invoices and pertinent Customer information directly to INTRADO COMM.
 - (d) When requested by INTRADO COMM, CBT will schedule installation appointments with CBT's representative on the line with INTRADO COMM's representative until INTRADO COMM has access to CBT's scheduling system.
 - (e) CBT will provide INTRADO COMM with a Firm Order Confirmation ("FOC") for each order within the interval agreed upon by the Implementation Team. The FOC must contain an enumeration of INTRADO COMM's ordered resale features, options, physical Interconnection, quantity and CBT commitment date for order completion ("Committed Due Date"), which commitment date shall be established on a non-discriminatory basis with respect to installation dates for comparable orders at such time.
 - (f) Upon work completion, CBT will provide INTRADO COMM with an order completion confirmation. CBT shall respond with specific order detail as enumerated on the FOC.
 - (g) As soon as identified, CBT shall provide notification of INTRADO COMM orders that are incomplete or incorrect and therefore cannot be processed.
 - (h) As soon as identified, CBT shall provide notification of any instances when CBT's Committed Due Dates are in jeopardy of not being met by CBT on any element or feature contained in any order for Resale Services. CBT shall indicate its new committed due date within twenty-four (24) hours.
 - (i) CBT shall provide to INTRADO COMM upon request:
 - (1) a list of all services and features and InterLATA and IntraLATA PICs technically available from each switch that CBT may use to provide Local Switching, by switch CLI; and
 - (2) detail of the service coverage area of each switch CLI; and
 - (3) industry standard notification to carriers regarding information on the details and requirements for planning and implementation of NPA splits;
 - (j) For Resale Services that require coordination among CBT, INTRADO COMM and INTRADO COMM's Customer, INTRADO COMM shall be responsible for any necessary coordination with the INTRADO COMM Customer.
5. CBT shall recognize INTRADO COMM as an agent for the subscriber in coordinating the disconnection of services provided by another INTRADO COMM or CBT, provided that INTRADO COMM has obtained proper authorization from the Customer.

6. If no Applicable Law governs an intraLATA toll carrier selection and if the Customer does not select an intraLATA toll carrier, the default carrier shall be determined pursuant to Local Service Guideline XE.
7. Number Administration/Number Reservations.
 - (a) CBT shall provide INTRADO COMM with the ability to reserve telephone numbers for all services, including reservation of vanity numbers, and the same range of number choices and reservation duration as CBT provides its own subscribers. Reservation and aging of numbers shall remain CBT's responsibility.
 - (b) On the same basis as CBT provides to its retail Customers, CBT shall hold up to 100 telephone numbers, per INTRADO COMM subscriber request.
8. Service Migrations and New Subscriber Additions: For resale services, CBT shall not require a disconnect order from a subscriber, another local service provider or any other entity to process an INTRADO COMM order to establish INTRADO COMM Local Service and/or migrate a subscriber to INTRADO COMM local service.
9. Order Rejections: As soon as reasonably practicable, CBT shall reject and return to INTRADO COMM any order that CBT cannot provision and in its reject notification provide an error code identifying the reason(s) why such order was rejected.
10. Service Order Changes
 - (a) If an installation or other INTRADO COMM-ordered work requires a change from the original INTRADO COMM service order in any manner, CBT shall call INTRADO COMM in advance of performing the installation or other work to obtain authorization. CBT shall then provide INTRADO COMM an estimate of additional labor hours and/or materials. After all installation or other work is completed, CBT shall immediately notify INTRADO COMM of actual labor hours and/or materials used in accordance with regular service order completion schedules.
 - (b) If an INTRADO COMM Customer requests a service change at the time of installation or other work being performed by CBT on behalf of INTRADO COMM, CBT, while at the Customer premises, shall direct the INTRADO COMM Customer to contact INTRADO COMM so as to avoid unnecessary delays in service activation, should the CBT representative leave Customer premises.
11. Implementation Team: The Implementation Team shall address systems and process testing, service suspensions/restorations and disconnects.

12. Special Construction: If the provision of any Resale Services requires special construction, INTRADO COMM shall pay to CBT any applicable special construction charges, as determined in accordance with the Act. If special construction is required, the Parties shall mutually agree on the nature and manner of such special construction, the applicable charges thereto and the negotiated interval(s) that will apply to the provisioning of such Resale Service(s) in lieu of the standard intervals set forth on Schedule 10.9.
13. Systems and Process Testing: CBT shall cooperate with INTRADO COMM to ensure that all operational interfaces and processes are in place and functioning properly and efficiently.
14. Disconnects: CBT shall provide to INTRADO COMM daily information notifying INTRADO COMM of any services disconnected from INTRADO COMM in a method and format to be specified during Implementation Planning.

DRAFT

SCHEDULE 10.16

BILLING INFORMATION

1.0 General

1.1 CBT shall record messages as it records messages for itself and as required for future usage based services. Recorded Usage Data includes, but is not limited to, the following categories of information:

- Directory Assistance
- Local Coin
- Toll
- Interrupt
- Verify
- Inmate Services
- Optional Measured Service
- Community Connection Service
- CLASS Features
- Repeat Dialing
- Call Return
- Usage Sensitivity 3-Way Calling
- Call Tracing
- Calls Completed Via CBT-Provided Operator Services Where CBT Provides Supplemental Service to INTRADO COMM's Local Service Subscriber
- For CBT-Provided Centrex Services, Station Level Detail Records Shall Include Complete Call Detail and Complete Timing Information

1.2 Retention of Records: CBT shall maintain a machine readable back-up copy of the message detail provided to INTRADO COMM for a minimum of forty-five (45) calendar days. CBT shall provide any data back-up to INTRADO COMM upon the request of INTRADO COMM.

1.3 CBT shall provide to INTRADO COMM Recorded Usage Data for INTRADO COMM subscribers. CBT shall not submit other carrier local usage data as part of the INTRADO COMM Recorded Usage Data.

1.4 CBT shall bill to INTRADO COMM, not to INTRADO COMM subscribers any recurring or non-recurring charges for resold services, including alternate billed calls (i.e., collect, 3rd party, bill-to-ANI).

1.5 CBT shall provide Recorded Usage Data to INTRADO COMM billing locations as mutually agreed to by both parties during Implementation Planning.

2.0 Charges

2.1 Unless modifications are mutually agreed upon, CBT shall not charge any fees additional for recording, rating or transmitting usage data.

2.2 No charges shall be assessed for incomplete call attempts.

3.0 Implementation Team Issues

The following issues will be addressed by the Implementation Team:

3.1 Central Clearinghouse & Settlement Procedures

3.2 Lost Data Procedures

3.2.1 Loss of Recorded Usage Data

3.2.2 Partial Loss

3.2.3 Complete Loss

3.2.4 Estimated Volumes

3.3 Testing, Changes and Control Procedures

SCHEDULE 15

DIRECTORY LISTINGS

The following includes Directory Assistance Data Information Exchanges and Interfaces.

1.0 Listing Types

LISTED

The listing information is available for all directory requirements.

NON-PUBLISHED

A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. INTRADO COMM may confirm the address, but is not permitted to receive the non-published telephone number. The listing information is not available in either the published directory or directory assistance.

1.1 Listing Styles

LISTING STYLE

DESCRIPTION

STRAIGHT LINE

A listing information is formatted in a straight line. Data generally consists of Name, Address, Community, and Telephone Number. Additional data may consist of dialing instructions or other general information relating to the listing.

INDENTED LISTING SET - STRAIGHT LINE UNDER (SET)

Two or up to six listing records relating to the same listed subscriber. The first is formatted as a straight line listing with the additional listing(s) indented one degree under the straight line listing.

INDENTED LISTING SET - CAPTION SET

Formatted with one listing header record and multiple indented listing records. See detailed description below.

INDENTED LISTING (CAPTION) SET

HEADER RECORD

Contains listed name; address and telephone number data fields are blank.

SUB-HEADER RECORD/ LISTING

May contain name data only, or may include address data. Associated subordinate records may, or may not be

present.

INDENTED NAME LISTING	Contains name data , may or may not have address data, and telephone number data.
INDENTED ADDRESS LISTING	Contains address and telephone number data; the name data text field is blank.
LEVEL OF INDENT	Header record is zero (0), sub-header and indented records range from 1 - 7.

1.3 Data Field Elements

Requirements for Initial Processing and Daily Update Activity

<u>DATA FIELD</u>	<u>DATA ELEMENT</u>	<u>FIELD LENGTH</u>
ACTION CODE	A = Add I = In D = Delete O = out	Required: 1 alpha character
RECORD NUMBER	Sequentially assigned number to each record for a given process (load, initial load, update activity). Number assignment begins with 00000001 and is incremented by 1 for each record of the file.	Required: 8 digits
NPA	Code relating to the directory section the record is to be listed.	Required: 3 digits
COMPANY IDENTIFIER	The 4-character company code as defined in Section 8 of the National Exchange Carrier Association, Inc. Tariff.	Required: 4 digits
DIRECTORY SECTION LISTING IDENTIFIER	Name of the directory section where the record is to be listed. F = Foreign C = Cross-Reference E = Enterprise (WX number requiring operator assistance to connect the call) W = Wide area or universal service	Required: Maximum of 50 alpha characters Optional: 1 alpha character

For Discussion Purposes Only

FILE PLACEMENT	B = Business (4) R = Residence (1) G = Government (2) BR = Business & Residence (5) BG = Business & Government (6) BRG = Business, Residence, & Government (7)	Required: Maximum of 3 alpha characters
LISTING TYPE	L = Listed NP = Non-Published	Required: Maximum of 2 alpha characters
LISTING STYLE	S = Straight line I = Indented listing set An Indented listing relates to either a caption or Straight Line Under ("SLU") set listing.	Required: 1 alpha character
INDENT LEVEL	0 = Non-Indexed record 1 - 8 = Level of indexed record	Required: 1 digit
ADDRESS HOUSE NUMBER	Example: 123, 123, 123, 123	Optional: Maximum of 20 alphanumeric characters, including hyphen, space, and slash
ADDRESS PREFIX DIRECTIONAL	For example: N, S, E, W, NE, SW, NORTH	Optional: Maximum of 5 alpha characters
ADDRESS STREET NAME	For example: Main, Peachtree-Dunwoody, HWY. 75 at Exit 30	Optional: Maximum of 100 alpha, alphanumeric characters, including spaces and hyphens.
ADDRESS SUFFIX OR THOROUGHFARE	For example: SUITE 160, ST, or WAY	Optional: Maximum of 20 numeric, alpha, or alphanumeric characters
ADDRESS POST DIRECTION	For example: N, S, NE, SW	Optional: Maximum of 5 alpha characters

ADDRESS ZIP CODE	5-digits or ZIP + 4	Optional: Maximum of 10 digits, including the hyphen when using ZIP + 4
COMMUNITY NAME	Identifies the name of the community associated with the listing record. See Glossary for more details.	Maximum of 50 alphanumeric characters, including spaces and hyphen
STATE NAME ABBREVIATION	Identifies the state associated with the community name; 2-character state abbreviation used by the US Postal Office.	Maximum of 2 alpha characters
INFORMATION TEXT	Miscellaneous information relating to the listing. Including, but not limited to, for example: TOLL FREE, 1 & 800, CALL COLLECT, or TDD. The various types of Information Text must be identified to INTRADO COMM.	Optional: Maximum of 250 alpha, numeric, or alphanumeric characters in CBT format and style
NAME - FIRST WORD	Surname of a Residence or Business listing, or first word of a Business or Government listing. Multi-word or hyphenated surnames should be treated as one word.	Required for a zero (0) level record. Optional if an indented (level 1-8) record, unless the name text present in the indented record relates to a Surname. Maximum of 50 alpha, numeric, alphanumeric, or special characters
NAME -SUBSEQUENT WORD(S)	Given name and/or initial(s) of a Surname listing or Additional word(s) for a Business or Government listing	Expected if the First Word is the Surname of a Residence or Business listing. Maximum of 250 alpha, numeric, special, or alphanumeric characters.

LINEAL DESCENT	e.g., SR, JR, III. If Lineal Descent data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data.	Optional: Maximum 10 alpha characters
TITLE(s)	e.g., MRS, LT COL, RET SGR, DR. Multiple titles are acceptable. If title data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent is also in the Listed Name Subsequent Word(s) data field, title data should be placed following the lineal descent data.	Optional: Maximum of 20 alpha characters
DEGREE	e.g., MD, CPA, PHD. Multiple degrees are acceptable. If degree data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent and/or title data is present, it should follow title data.	Optional: Maximum of 20 alpha characters CBT populates Degree data in the Designation field
NICKNAME	Another name the listed subscriber may be known by.	Optional: Maximum of 20 alpha characters
BUSINESS DESIGNATION	Term used to identify the listed subscriber's profession, business, or location, e.g., ATTY, CPETS, OFC	Optional: Maximum of 50 alpha characters
STANDARD TELEPHONE NUMBER *	NPA NXX-XXXX	Optional: 12 characters, including space and hyphen
NON-STANDARD TELEPHONE NUMBER *	Telephone numbers less than or more than the standard telephone number.	Optional: Minimum of 1 digit, maximum of 22 characters, including spaces and hyphens

* Either a Standard or Non-standard telephone is required for a zero level record unless the record is a Cross-reference listing or an Indented Listing (caption) Set record. A telephone number may, or may not be present on an Indented Listing Set record for level(s) 0-7.

DRAFT

SCHEDULE 17.2.4

INCIDENT RELATED SERVICE CREDITS

1.0 CBT will provide incident related service credits according to the criteria in this schedule, when a INTRADO COMM's Customer requests a credit from INTRADO COMM for missed installations for service outages that are the fault of CBT.

2.0 Limitations: Credits will only be applicable for basic local telephone services provided by CBT to INTRADO COMM per this agreement. In order to be eligible for a credit, the performance activity must have been scheduled and processed according to the requirements of this agreement and the criteria contained in **Schedule 10.9**. In addition, CBT will not be obligated to pay any credits that are caused, directly or indirectly, by a "Delaying Event" as defined in this agreement.

3.0 New Service Installation

3.1 CBT will provide credits for new basic local exchange service that is not installed within 5 days. In addition, the effective date of the recurring billing will not start until the day the installation is complete.

3.2 The credits will be as follows:

- (a) CBT will waive half the non-recurring installation charge if (i) the installation takes longer than 5 days or (ii) the Customer requests a due date longer than the 10 day installation interval and it is not completed by the due date.
- (b) CBT will waive the entire non-recurring installation charge if (i) the installation takes longer than 10 days or (ii) the Customer requests a due date longer than 10 days and it is not completed by the due date.

Limitations: No credit will be due where:

- (a) Special equipment or service is involved;
- (b) Applications for new service in an undeveloped area where no facilities exist.

4.0 Service Outages

4.1 CBT will issue credits for local telephone services provided by CBT when a subscriber's service is interrupted and remains Out-of-Service for more than 24 consecutive hours after being reported to CBT if the outage was caused by a fault in CBT's network.

4.2 The credits will be as follows:

- (a) A credit of 2/30 of the monthly recurring service charge for Out-of-Service repair reports that take longer than 24 hours but less than 48 hours to clear.

- (b) A credit of one-third of the monthly recurring service charge for Out-of-Service repair reports that take 48 hours but less than 72 hours to clear.
- (c) A credit of two-thirds of the monthly recurring service charge for Out-of-Service repair reports that take 72 hours but less than 96 hours to clear.
- (d) A credit of the entire monthly recurring service charge for Out-of-Service repair reports that take 96 hours or longer to clear.

4.3 Limitations: No credit will be due if the outage:

- (a) Occurs as a result of a negligent or willful act on the part of the subscriber;
- (b) Occurs as a result of a malfunction of subscriber-owned telephone equipment;
- (c) Occurs as a result of acts of god; military action, wars, insurrections, riots and strikes.
- (d) Is extended by the company's inability to gain access to the subscriber's premises due to the subscriber missing a repair appointment.

5.0 Missed Customer Appointments

5.1 CBT will issue credits for one half of the regular non-recurring installation charges where CBT fails to meet a scheduled installation appointment.

5.2 CBT will issue credits equivalent to one half of one month's charges for any services rendered inoperative by CBT's failure to meet an on-premise repair appointment or an outside repair commitment.

5.3 Limitations: No credit will be due if:

- (a) CBT provides the Customer 24 hours notice of its inability to meet the appointment or commitment; or
- (b) The effects of natural disasters prohibit CBT from providing such notice.

6.0 Incorrect or Omitted Directory Listing

6.1 CBT will issue credit equivalent to three months local service charges if CBT omits a subscriber's listing from the White Pages of the telephone directory or lists an incorrect phone number.

6.2 Limitations:

- (a) Such credit shall not apply if the Customer provides its subscriber's information after the deadline for directory publication.
- (b) The Customer will have the option of taking this credit or pursuing other remedies.

Intrado Communications Inc.**IEN INTERCONNECTION PRICING SCHEDULE**

	One Time Fee	Monthly Recurring Charge
Per DS1	\$250.00	\$127.00
Per DS0	\$250.00	\$ 40.00