

- (b) Interconnection to an Embarq Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.
- (c) Where an Embarq Tandem Switch also provides End-Office Switch functions, interconnection to an Embarq tandem serving that exchange will also provide INTRADO COMM access to Embarq's end offices.
- (d) the INTRADO COMM is responsible for provisioning its traffic to interface into Embarq's switch port at the DS1 level, including any muxing necessary for such purposes.

55.3.2. Interconnection at the Embarq End Office

- (a) Interconnection to Embarq End Office Switch will provide INTRADO COMM Local Interconnection for local service purposes to the Embarq NXX codes served by that end office and any Embarq NXXs served by remotes that subtend those End Offices.
- (b) the INTRADO COMM is responsible for provisioning its traffic to interface into Embarq's switch port at the DS1 level, including any muxing necessary for such purposes.

56. INTERCARRIER COMPENSATION

56.1. Compensation for Local Traffic Transport and Termination

56.1.1. The transport and termination charges for Local Traffic flowing through a POI shall be as follows:

- (a) In a mid-span meet arrangement, when calls from INTRADO COMM are terminating on Embarq's network through the Embarq Tandem Switch, INTRADO COMM will pay Embarq a charge for Tandem Switching, common transport to the end office, and end-office termination.
- (b) When the POI is at the Embarq Tandem Switch, INTRADO COMM shall pay a charge for Tandem Switching, common transport to the end office and end-office termination.
- (c) Charges billed to Embarq by INTRADO COMM for the transport and termination of Local Traffic will be equal to those that Embarq assesses the INTRADO COMM for the same services. Where INTRADO COMM is interconnected at an Embarq tandem and Embarq delivers its traffic to INTRADO COMM directly from an end office, Embarq shall pay INTRADO COMM end office termination. Where INTRADO COMM is interconnected at an Embarq tandem and Embarq delivers its traffic to INTRADO

COMM from the tandem and the INTRADO COMM switch serves a geographical area greater than or equal to the area served by the Embarq tandem, Embarq shall pay INTRADO COMM for Tandem Switching, common transport, and end-office termination. If the INTRADO COMM switch serves a geographical area less than the area served by the Embarq tandem, Embarq shall pay INTRADO COMM end-office termination.

- (d) To validate the geographic area INTRADO COMM must provide documentation supporting the following:
 - (i) that INTRADO COMM's switch serves a geographic area that is roughly the same size as the area served by the Embarq Tandem Switch;
 - (ii) that INTRADO COMM has obtained NPA/NXX codes to serve the exchanges within the geographic area; and,
 - (iii) that INTRADO COMM is serving the area using its own switch with its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements.
- (e) Where direct end office trunks are established, for INTRADO COMM-originated calls, INTRADO COMM shall pay Embarq end-office termination. For Embarq originated traffic terminating to INTRADO COMM at that end office, compensation payable by Embarq shall be the same as that detailed in Section 56.1.1 above.

56.1.2. The rates to be charged for the exchange of Local Traffic are set forth in Table One and shall be applied consistent with the provisions of Part F of this Agreement. ISP-Bound Traffic will be exchanged on a Bill and Keep basis. The Parties agree to "Bill and Keep" for mutual reciprocal compensation for the termination of ISP-Bound Traffic on the network of one Party which originates on the network of the other Party.

56.1.3. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order"), including but not limited to Embarq's option to invoke on a date specified by Embarq the FCC's ISP interim compensation regime, after which date ISP-bound traffic will be subject to the FCC's prescribed interim compensation regime including the terminating compensation rates, and other terms and conditions. INTRADO COMM agrees that on the date designated by ILEC, the

Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's ISP Compensation Order, unless the Parties are exchanging traffic (Local Traffic and/or ISP-Bound traffic) at Bill and Keep, such Bill and Keep arrangement shall continue.

- 56.2. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement. If INTRADO COMM is acting as an IXC and a competitive local exchange carrier, INTRADO COMM must have a unique CIC for each type of service order. Specifically, INTRADO COMM must have two CICs, one that is used for ordering IXC facilities for interexchange toll traffic and one that is used to order facilities for local exchange traffic.
- 56.3. VNXX calls (including ISP-Bound Traffic) are not Local for purposes of intercarrier compensation and INTRADO COMM will pay Embarq's originating access rates. Both Parties represent and warrant that they are not exchanging Virtual NXX traffic as of the effective date of this Agreement; however, Embarq may perform traffic studies at any time. INTRADO COMM agrees that it will provide data necessary to determine geographic location of INTRADO COMM's End User when requested to assist with VNXX traffic study. Should the traffic study indicate that there is VNXX traffic; the Parties agree to implement a percentage of traffic that shall be deemed to occur via a VNXX arrangement that will apply on a retrospective basis to the effective date of the Agreement. Should the traffic studies thereafter indicate that the percentage should be changed by Embarq, the Parties agree to implement the correct percentage on a prospective basis without amending the agreement..
- 56.4. Voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP) shall be compensated in the same manner as voice traffic (*e.g.*, reciprocal compensation, interstate access and intrastate access).
- 56.5. A call placed on a non-local basis (*e.g.*, a toll call or 8yy call) to an ISP shall not be treated as ISP-Bound Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating Party's Exchange Access intrastate and/or interstate tariffs.
- 56.6. INTRADO COMM will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Embarq may request INTRADO COMM's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by Embarq. Should the documentation indicate that the factor should be changed by Embarq; the Parties

agree that any changes will be retroactive to traffic for the previous two years. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each Party's access tariffs. INTRADO COMM will transmit calling party number (CPN) as required by FCC rules (47 CFR 64.1601).

56.6.1. To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than ninety percent (90%), all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than ninety percent (90%), all calls transmitted without CPN will be billed at intrastate access rates.

- 56.7. Each Party shall take steps to ensure that all traffic that it delivers to the receiving Party include a call record, and that such call records are transmitted intact to the receiving Party. Neither Party shall: (i) remove call records, (ii) alter or replace call records, (ii) alter or replace jurisdictional information or (iv) insert or add any call record information except as specifically allowed by industry guidelines or as mutually agreed to by the Parties. Using reasonable efforts and to the extent technically feasible, each Party also shall undertake steps to ensure that any service provider who hands off traffic for delivery to the other Party does not: (i) remove call records, (ii) alter or replace call records, (ii) alter or replace jurisdictional information or (iv) insert or add any call record information except as specifically allowed by industry guidelines or as mutually agreed to by the Parties. Neither Party shall knowingly and intentionally (a) strip or alter call records to disguise the jurisdiction of the a call or (b) permit third parties to do so for traffic the Party delivers to the other Party.
- 56.8. Either Party may request an audit of the traffic types exchanged between the Parties. Each Party will provide upon request traffic study documentation of traffic being delivered to the other Party. Audit periods may include the period beginning with the month after the last audit or the Effective Date of the Agreement through, and including, the month prior to the audit request. Traffic study documentation can include records produced either from Embarq or INTRADO COMM internal recording and monitoring systems or from third party vendors that record intercarrier traffic SS7 call records. These audit rights are in addition to the audit rights in Part A of this Agreement
- 56.9. 911 Service or E911 Service calls delivered to either Embarq's or INTRADO COMM's E9-1-1 networks shall not be billed at reciprocal compensation rates, access rates, or transit rates.

57. SIGNALING NETWORK INTERCONNECTION

- 57.1. Embarq will offer interconnection to its signaling transfer points (STPs) for INTRADO COMM switches which connect to Embarq's STPs via "A" links or for INTRADO COMM's "B" or "D" links which are dedicated to the transport of signaling for Local Interconnection. Embarq's signaling service will be charged at tariff rates to INTRADO COMMs that order such service.
- 57.2. Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
- 57.3. Standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, INTRADO COMM will use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Embarq will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
- 57.4. Where INTRADO COMM is unwilling to utilize an alternate interconnection protocol, INTRADO COMM will provide Embarq an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the Parties. Upon receipt of this forecast, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between INTRADO COMM and Embarq. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, INTRADO COMM, or Embarq internal End User demand for 64K CCC trunks.
- 57.5. Signaling Systems
- 57.5.1. Signaling Link Transport
- (a) Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between INTRADO COMM-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at an Embarq STP site.
 - (b) Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.
- 57.5.2. Signaling Transfer Points (STPs)

STPs provide functionality that enables the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.

- 57.6. Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party SS7 networks connected to the Embarq SS7 network. These functions include:

57.6.1. Embarq local switching or Tandem Switching;

57.6.2. Embarq Service Control Points (SCPs)/Databases if arranged for under separate agreements;

57.6.3. Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and

57.6.4. Third party provider STPs subject to any additional conditions or terms of the Third Party.

- 57.7. Interface Requirements. Embarq shall provide the following STP options to connect INTRADO COMM or INTRADO COMM-designated local switching systems or STPs to the Embarq SS7 network:

57.7.1. An A-link interface from INTRADO COMM local switching systems; and

57.7.2. B- or D-link interface from INTRADO COMM STPs.

57.7.3. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

(a) An A-link layer shall consist of two (2) links.

(b) A B- or D-link layer shall consist of four (4) links,

- 57.8. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Embarq STP is located. Interface to Embarq's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and INTRADO COMM shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

58. TRUNK FORECASTING (EXCLUDING E911/911 TRUNKS)

- 58.1. INTRADO COMM shall provide forecasts for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Embarq shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Company forecast information must be provided by INTRADO COMM to Embarq twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior

to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

- 58.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);
- 58.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;
- 58.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by INTRADO COMM that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 58.1.4. Parties shall meet to review and reconcile the forecasts if forecasts vary significantly.
- 58.2. INTRADO COMM shall provide an updated trunk forecast when ordering or requesting additional trunks from Embarq anytime after the initial trunk implementation.
- 58.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 58.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS0, DS1, DS3/OC3 level, or higher, as agreed upon by INTRADO COMM and Embarq.
- 58.5. The Parties agree to abide by the following if a forecast cannot be agreed to: Local Interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:
 - 58.5.1. In the event that INTRADO COMM over-forecasts its trunking requirements by twenty percent (20%) or more, and Embarq acts upon this forecast to its detriment, Embarq may recoup any actual and reasonable expense it incurs.
 - 58.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS1 equivalents for the total traffic volume to Embarq.

58.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.

58.6. Grade of Service. An overall blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a INTRADO COMM end office and an Embarq access Tandem carrying meet point traffic shall be maintained. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).

58.7. Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, Remote ASR or other industry standard format as specified by Embarq for trunk ordering.

59. NETWORK MANAGEMENT

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

59.2. Expansive Protocols. 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 will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

59.3. Mass Calling. INTRADO COMM and Embarq shall cooperate and share pre-planning information, where available, 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.

60. INDIRECT TRAFFIC

60.1. Interconnection

60.1.1. The Parties may send each other Indirect Traffic. This Section 60 does not apply 911/E911 Service calls.

60.1.2. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic.

60.1.3. Indirect interconnection with Embarq shall only be allowed to the extent

INTRADO COMM is interconnected at the tandem switch which Embarq's end office subtends.

- 60.1.4. Interconnection to INTRADO COMM will provide Embarq with access to INTRADO COMM's End Users and to other companies which are likewise connected to INTRADO COMM for local and toll service purposes.
- 60.1.5. Notwithstanding any other provision to the contrary, once the Indirect Traffic volume between INTRADO COMM and an Embarq end office exceeds a DS1 equivalent of traffic, Embarq will no longer allow indirect interconnection and INTRADO COMM must establish a direct interconnection with Embarq's end office for the mutual exchange of traffic. Within sixty (60) days of when the indirect traffic exceeds a DS1, INTRADO COMM shall establish a direct interconnection with Embarq's end office.

60.2. Exchange Of Traffic

- 60.2.1. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.
- 60.2.2. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. For this Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. Any direct costs incurred by the terminating Party to obtain the records from a third party will be billed back to the originating Party.
- 60.2.3. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company.
- 60.2.4. Until Indirect Traffic exceeds a DS1, each Party is responsible for the payment of transit charges for its originating traffic assessed by the transiting party. After Indirect Traffic exceeds a DS1, if INTRADO COMM has not established a direct end office trunking 60 days after Embarq notifies INTRADO COMM in accordance with section 20, INTRADO COMM will reimburse Embarq for any transit charges billed by an intermediary carrier for Local Traffic or ISP-Bound Traffic originated by Embarq.

60.3. Compensation for Indirect Traffic

60.3.1. Non-Local and Non-ISP-Bound Indirect Traffic

60.3.1.1. Compensation for the termination of non-Local traffic, non-ISP-Bound Traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

60.3.1.2. Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating LEC's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

60.3.2. Local Traffic and ISP-Bound Traffic. The rates set forth on Table One shall apply, in accordance with Part F of this Agreement.

61. USAGE MEASUREMENT

61.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.

61.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.

61.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.

61.3.1. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.

62. RESPONSIBILITIES OF THE PARTIES

62.1. Embarq and INTRADO COMM will review engineering requirements consistent with the Implementation Plan described in Part B, Part C, Part F and as otherwise set forth in this Agreement.

- 62.2. INTRADO COMM and Embarq shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 62.3. INTRADO COMM and Embarq shall:
 - 62.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 62.3.2. Notify each other when there is any change affecting the service requested, including the due date.
 - 62.3.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
 - 62.3.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
 - 62.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.
 - 62.3.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other Party.
 - 62.3.7. Provide to each other test-line numbers and access to test lines.
 - 62.3.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

PART G – LOCAL NUMBER PORTABILITY

63. INTRODUCTION

- 63.1. Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum Guidelines. To the extent consistent with the FCC and Industry Guidelines as amended from time to time, the requirements for LNP shall include the following:
- 63.2. End Users must be able to change local service providers and retain the same telephone number(s) within the serving rate center utilizing the portability method as defined by the FCC.
- 63.3. The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
 - 63.3.1. Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable switches serving the rate center.
 - 63.3.2. When an End User ports to another service provider and has previously secured a reservation of line numbers from the donor provider under contract or tariff for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the End User.
 - 63.3.3. NXX Availability. Not all NXXs in each CO may be available for porting.
 - 63.3.4. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to INTRADO COMM through the LERG.
 - 63.3.5. Coordination of service order work outside normal business hours (8:00 a.m. to 5:00 p.m.) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.
 - 63.3.6. Mass Calling Events. Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable federal regulatory requirements or industry guidelines developed for mass calling numbers.

64. TESTING

- 64.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 64.2. Testing and operational issues will be addressed in the implementation plans as described in Part B, Section 33 of the agreement.
- 64.3. INTRADO COMM must be NPAC certified and have met Embarq testing parameters prior to activating LNP. After initial LNP implementation by a INTRADO COMM/CMRS provider testing and porting will be done at INTRADO COMM's expense.
- 64.4. Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 64.5. Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the INTRADO COMM or Embarq network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

65. ENGINEERING AND MAINTENANCE

- 65.1. Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.
- 65.2. It will be the responsibility of the Parties to ensure that the network is stable and maintenance and performance levels are maintained in accordance with state commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.
- 65.3. Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

66. E911/911

- 66.1. When an End User ports to another service provider, the donor provider shall unlock the information in the 911/ALI database. The porting provider is responsible for updating the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to the PSAP call centers.

- 66.2. Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when an End User ports to another service provider. The Parties agree that the End User shall not be dropped from the 911 database during the transition.

67. BILLING FOR PORTED NUMBERS

- 67.1. When an IXC terminates an InterLATA or IntraLATA toll call to either Party's local exchange End User whose telephone number has been ported from one Party to the other, the Parties agree that the Party to whom the number has been ported shall be entitled to revenue from the IXC for those access elements it actually provides including, but not limited to end office switching, local transport, RIC, and CCL. The Party from whom the number has been ported shall be entitled to receive revenue from the IXC for those access elements it actually provides including, but not limited to any entrance facility fees, access tandem fees and appropriate local transport charges.
- 67.2. Non-Payment. End Users lose the right to the ported telephone number upon suspension of service. Embarq will not port telephone numbers of End Users whose service has been suspended.

PART H – LINE SHARING

68. LINE SHARING

68.1. General Terms

- 68.1.1. Under this Agreement, Embarq will not provide access to the HFPL for line sharing by INTRADO COMM except pursuant to the following terms and conditions.
- 68.1.2. For HFPLs in service prior to 10/02/03, Embarq will continue to bill HFPL at the rate that was effective for that arrangement on 10/02/03 as long as that HFPL remains in service to the particular INTRADO COMM end-user premises.
- 68.1.3. For HFPL ordered 10/02/03 to 10/01/04 and remaining in service to the particular INTRADO COMM end-user premises during the period 10/01/04 and 10/01/05, the rate billed for HFPL will be fifty percent (50%) of the xDSL capable UNE Loop rate found in Table One.
- 68.1.4. For HFPL ordered 10/02/03 to 10/01/04 and remaining in service to the particular INTRADO COMM end-user premises during the period 10/02/05 and 10/01/06, the rate billed for HFPL will be seventy-five (75%) of the xDSL capable UNE Loop rate found in Table One.
- 68.1.5. After 10/01/06, INTRADO COMM must order a stand-alone loop or negotiate a line splitting arrangement with another Telecommunications Carrier.
- 68.2. Embarq Line Sharing provided HFPL to INTRADO COMM only those instances when Embarq is the provider of analog circuit-switched voice band service on that same Copper Loop to the same End User.
- 68.3. In the event that the End User being served by INTRADO COMM via HFPL terminates its Embarq-provided retail voice service, or when Embarq provided retail voice service is disconnected due to “denial for non-pay,” Embarq shall provide reasonable notice to INTRADO COMM prior to disconnect. INTRADO COMM shall have the option of purchasing an entire stand-alone UNE digital loop if it wishes to continue to provide advanced services to that End User. If INTRADO COMM notifies Embarq that it chooses this option, INTRADO COMM and Embarq shall cooperate to transition DSL service from the HFPL to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If INTRADO COMM declines to purchase the entire stand alone UNE digital loop, Embarq may terminate the HFPL.
- 68.4. Embarq will use reasonable efforts to accommodate the continued use by INTRADO COMM as a stand-alone UNE digital loop of the Copper Loop facilities over which INTRADO COMM is provisioning advanced services at the time that the Embarq-provided retail voice service terminates; if:

- 68.4.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and
- 68.4.2. INTRADO COMM agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFPL to a stand alone unbundled digital loop as specified in Table One (excluding conditioning charges).
- 68.5. Any additional maintenance of service conducted at INTRADO COMM's request by Embarq on behalf of the INTRADO COMM solely for the benefit of the INTRADO COMM's services will be paid for by INTRADO COMM at prices negotiated by Embarq and INTRADO COMM.
- 68.6. Deployment and Interference
 - 68.6.1. In providing services utilizing the HFPL, Embarq shall allow INTRADO COMM to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
 - 68.6.2. For any technology, INTRADO COMM represents that its use of any Embarq network element, or of its own equipment or facilities in conjunction with any Embarq network element, will not materially interfere with or impair service over any facilities of Embarq, its affiliated companies or connecting and concurring carriers, cause damage to Embarq's plant, impair the privacy of any communications carried over Embarq's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Embarq may discontinue service if INTRADO COMM violates this provision. The termination of service will be limited to INTRADO COMM's use of the element(s) causing the violation. Embarq will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, INTRADO COMM demonstrates that their use of the network element is not the cause of the network harm.

PART I – NON-251(c) SERVICES

Please refer to **Appendix A** for INTRADO COMM's services as the Wireline E911 Network service provider and for Inter-Selective Routing between the Parties.

Please refer to **Appendix B** for services relating to Transit Traffic and certain call-related databases, including but not limited to, Toll Free Calling database, Number Portability database, and Calling Name (CNAM) database.

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PART J – GENERAL BUSINESS REQUIREMENTS

71. PROCEDURES

71.1. Contact with End Users

71.1.1. Each Party at all times shall be the primary contact and account control for all interactions with its End Users, except as specified by that Party. End Users include active End Users as well as those for whom service orders are pending.

71.1.2. Each Party shall ensure that any of its personnel who may receive End Users inquiries, or otherwise have opportunity for End User contact from the other Party's End User regarding the other Party's services: (i) provide appropriate referrals to End User who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or End User contact.

71.1.3. Embarq shall not use INTRADO COMM's request for End User information, order submission, or any other aspect of INTRADO COMM's processes or services to aid Embarq's marketing or sales efforts.

71.2. Expedite and Escalation Procedures

71.2.1. Embarq and INTRADO COMM shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Embarq and INTRADO COMM will establish intercompany contacts lists for purposes of handling End Users and other matters which require attention/resolution outside of normal business procedures within thirty (30) Days after INTRADO COMM's request. Each Party shall notify the other Party of any changes to its escalation contact list as soon as practicable before such changes are effective.

71.2.2. No later than thirty (30) Days after INTRADO COMM's request Embarq shall provide INTRADO COMM with contingency plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for Embarq's unbundled Network Elements, features, functions, and resale services are inoperable.

71.3. Subscriber of Record. Embarq shall recognize INTRADO COMM as the subscriber of record for all Network Elements or services for resale ordered by INTRADO COMM and shall send all notices, invoices, and information which

pertain to such ordered services directly to INTRADO COMM. INTRADO COMM will provide Embarq with addresses to which Embarq shall send all such notices, invoices, and information.

71.4. Service Offerings

71.4.1. Embarq shall provide INTRADO COMM with access to new services, features and functions concurrent with Embarq's notice to INTRADO COMM of such changes, if such service, feature or function is installed and available in the network or as soon thereafter as it is installed and available in the network, so that INTRADO COMM may conduct market testing.

71.4.2. Essential Services. For purposes of service restoral, Embarq shall designate an INTRADO COMM access line as an Essential Service Line (ESL) at Parity with Embarq's treatment of its own End Users and applicable state law or regulation, if any.

71.4.3. Blocking Services. Upon request from INTRADO COMM, employing Embarq-approved LSR documentation, Embarq shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent (a) it is an available option for the Telecommunications Service resold by INTRADO COMM, or (b) it is technically feasible when requested by INTRADO COMM as a function of unbundled Network Elements.

71.4.4. Training Support. Embarq shall provide training, on a non-discriminatory basis, for all Embarq employees who may communicate, either by telephone or face-to-face, with INTRADO COMM End Users. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home" notices.

72. ORDERING AND PROVISIONING

72.1. Ordering and Provisioning Parity. Embarq shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable INTRADO COMM to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements at Parity.

72.2. National Exchange Access Center (NEAC)

72.2.1. Embarq shall provide a NEAC or equivalent which shall serve as INTRADO COMM's point of contact for all activities involved in the

ordering and provisioning of Embarq's unbundled Network Elements, features, functions, and resale services.

- 72.2.2. The NEAC shall provide to INTRADO COMM a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.
- 72.2.3. Embarq shall provide, as requested by INTRADO COMM, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Embarq's standard business hours and at other times as agreed upon by the Parties to meet End User demand.
- 72.3. Master Street Address Guide (MSAG) or Street Index Guide (SIG). Within thirty (30) Days of INTRADO COMM's written request, Embarq shall provide to INTRADO COMM the MSAG data, where available, in a mutually agreeable National Emergency Number Association format, and SIG data in Embarq's standard format. A CDROM containing the SIG data will be shipped to the INTRADO COMM designated contact on a monthly basis until the request is cancelled.
- 72.4. CLASS and Custom Features. Where generally available in Embarq's serving area, INTRADO COMM, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.
- 72.5. Number Administration/Number Reservation
 - 72.5.1. Embarq shall provide testing and loading of INTRADO COMM's NXX on the same basis as Embarq provides itself or its affiliates. Further, Embarq shall provide INTRADO COMM with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while an End User is on the phone with INTRADO COMM. When INTRADO COMM uses numbers from an Embarq NXX, Embarq shall provide the same range of number choices to INTRADO COMM, including choice of exchange number, as Embarq provides its own End Users. Reservation and aging of Embarq NXX's shall remain Embarq's responsibility.
 - 72.5.2. In conjunction with an order for service, Embarq shall accept INTRADO COMM orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by INTRADO COMM.

72.5.3. For simple services number reservations and aging of Embarq's numbers, Embarq shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Embarq shall provide confirmation of the number reservation within twenty-four (24) hours of INTRADO COMM's request. Consistent with the manner in which Embarq provides numbers to its own End Users, no telephone number assignment is guaranteed until service has been installed.

72.6. Service Order Process Requirements

72.6.1. Service Migrations and New End User Additions

- (a) For resale services, other than for a INTRADO COMM order to convert "as is" a INTRADO COMM End User, Embarq shall not disconnect any End User service or existing features at any time during the migration of that End User to INTRADO COMM service without prior INTRADO COMM agreement.
- (b) For services provided through UNEs, Embarq shall recognize INTRADO COMM as an agent, in accordance with OBF developed processes, for the End User in coordinating the disconnection of services provided by another INTRADO COMM or Embarq. In addition, Embarq and INTRADO COMM will work cooperatively to minimize service interruptions during the conversion.
- (c) Unless otherwise directed by INTRADO COMM and when technically capable, when INTRADO COMM orders resale Telecommunications Services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.
- (d) For End User conversions requiring coordinated cut-over activities, on a per order basis, Embarq, to the extent resources are readily available, and INTRADO COMM will agree on a scheduled conversion time, which will be a designated time period within a designated date.
- (e) Any request made by INTRADO COMM to coordinate conversions after normal working hours, or on Saturdays or Sundays or Embarq holidays shall be performed at INTRADO COMM's expense.
- (f) A general Letter of Agency (LOA) initiated by INTRADO COMM or Embarq will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the End User

will not be required to process a PLC or PIC change ordered by INTRADO COMM or Embarq. INTRADO COMM and Embarq agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a End User complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the End User's local service with the original local carrier.

72.6.2. Intercept Treatment and Transfer Service Announcements. Embarq shall provide unbranded intercept treatment and transfer of service announcements to INTRADO COMM's End Users. Embarq shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Embarq End Users for all service disconnects, suspensions, or transfers.

72.6.3. Due Date

- (a) Embarq shall supply INTRADO COMM with due date intervals to be used by INTRADO COMM personnel to determine service installation dates.
- (b) Embarq shall use reasonable efforts to complete orders by the INTRADO COMM requested DDD within agreed upon intervals.
- (c) End User Premises Inspections and Installations
 - (i) INTRADO COMM shall perform or contract for all INTRADO COMM's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the End User premises.
 - (ii) Embarq shall provide INTRADO COMM with the ability to schedule End User premises installations at the same morning and evening commitment level of service offered Embarq's own End Users. The Parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.
- (d) Firm Order Confirmation (FOC)
 - (i) Embarq shall provide to INTRADO COMM, a Firm Order Confirmation (FOC) for each INTRADO COMM order. The FOC shall contain the appropriate data elements as defined by the OBF standards.

- (ii) For a revised FOC, Embarq shall provide standard detail as defined by the OBF standards.
- (iii) Embarq shall provide to INTRADO COMM the date that service is scheduled to be installed.

72.6.4. Order Rejections

- (a) Embarq shall reject and return to INTRADO COMM any order that Embarq cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from INTRADO COMM ordering service at less than the standard order interval. When an order is rejected, Embarq shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Embarq shall reject any orders on account of the Desired Due Date conflicts with published Embarq order provisioning interval requirements.

72.6.5. Service Order Changes

- (a) In no event will Embarq change an INTRADO COMM initiated service order without a new service order directing said change. If an installation or other INTRADO COMM ordered work requires a change from the original INTRADO COMM service order in any manner, INTRADO COMM shall initiate a revised service order. If requested by INTRADO COMM, Embarq shall then provide INTRADO COMM an estimate of additional labor hours and/or materials.
- (b) When a service order is completed, the cost of the work performed will be reported promptly to INTRADO COMM.
- (c) If a INTRADO COMM End User requests a service change at the time of installation or other work being performed by Embarq on behalf of INTRADO COMM, Embarq, while at the End User premises, shall direct the INTRADO COMM End User to contact INTRADO COMM, and INTRADO COMM will initiate a new service order.

72.7. Network Testing. Embarq shall perform all its standard pre-service testing prior to the completion of the service order.

72.8. Service Suspensions/Restorations. Upon INTRADO COMM's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Embarq shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Embarq shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.

- 72.9. Order Completion Notification. Upon completion of the requests submitted by INTRADO COMM, Embarq shall provide to INTRADO COMM a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.
- 72.10. Specific Unbundling Requirements. INTRADO COMM may order and Embarq shall provision unbundled Network Elements. However, it is INTRADO COMM's responsibility to combine the individual network elements should it desire to do so.
- 72.11. Systems Interfaces and Information Exchanges
- 72.11.1. General Requirements
- (a) Embarq shall provide to INTRADO COMM Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services, to the extent available.
 - (b) Until the Electronic Interface is available, Embarq agrees that the NEAC or similar function will accept INTRADO COMM orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by INTRADO COMM and Embarq.
 - (c) If the method of connectivity is File Transfer Protocol (FTP), the response(s) will be loaded to the server every hour and it is the responsibility of INTRADO COMM to retrieve their response(s) from the server.
 - (d) It is the responsibility of INTRADO COMM to provide Embarq with the LOA (Letter of Authorization) when another party is involved and is working on their behalf.
- 72.11.2. For any prospective INTRADO COMM End User, Embarq shall provide INTRADO COMM with access to that End User's CPNI without requiring INTRADO COMM to produce a signed LOA, subject to applicable rules, orders, and decisions, and based on INTRADO COMM's blanket representation that the End User has authorized INTRADO COMM to obtain such CPNI.
- (a) The preordering Electronic Interface includes the provisioning of CPNI from Embarq to INTRADO COMM. The Parties agree to request End User CPNI only when the End User has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning

of CPNI between the Parties, and regarding the use of that information by the requesting Party.

- (b) The requesting Party will document End User permission obtained to receive CPNI, whether or not the End User has agreed to change local service providers. With respect to End User whose CPNI has been received by INTRADO COMM, Embarq may request documentation from INTRADO COMM to substantiate that INTRADO COMM has requested and received permission from all such End Users. If INTRADO COMM is not able to provide adequate documentation reflecting such permission from at least ninety-five (95%) of such End Users, Embarq reserves the right to immediately disconnect the preordering Electronic Interface.
- (c) The Parties agree to execute carrier changes as specified by the FCC in 47 CFR 64.1120. Documentation reflecting the request for a carrier change and verification in the form set forth in 47 CFR 64.1120 may be requested by the Party whose CPNI has been accessed in connection with such requested carrier change to investigate possible slamming incidents, and for other reasons agreed to by the Parties. A Party's failure to obtain and maintain adequate documentation of the request for a carrier change and verification of the same in the form set forth in 47 CFR 64.1120 before changing service from the other Party, or failure to produce documentation of such request and verification upon request of the other Party shall be considered a breach of the Agreement. A Party can cure the breach by submitting to the other Party a copy of such documentation within three (3) Business Days of notification of the breach.
- (d) If INTRADO COMM is not able to provide the LOA for ninety-five percent (95%) of the End Users requested by Embarq, or if Embarq determines that an LOA is inadequate, INTRADO COMM will be considered in breach of the agreement. INTRADO COMM can cure the breach by submitting to Embarq evidence of an LOA for each inadequate or omitted LOA within three (3) Business Days of notification of the breach.
- (e) Should INTRADO COMM not be able to cure the breach in the timeframe noted above, Embarq will discontinue processing new service orders until, in Embarq's determination, INTRADO COMM has corrected the problem that caused the breach.
- (f) Embarq will resume processing new service orders upon Embarq's timely review and acceptance of evidence provided by INTRADO COMM to correct the problem that caused the breach.
- (g) If INTRADO COMM and Embarq do not agree that INTRADO COMM has appropriate documentation or verification of a

requested carrier change by a specific End User, or that Embarq has erred in not accepting proof of such carrier change request, the Parties may immediately request dispute resolution in accordance with Part B. Embarq will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

72.12. INTRADO COMM may use Embarq's ordering process (IRES) to:

72.12.1. to assign telephone number(s) (if the End User does not already have a telephone number or requests a change of telephone number) at Parity.

- (a) to schedule dispatch and installation appointments at Parity.
- (b) to access Embarq End User information systems which will allow INTRADO COMM to determine if a service call is needed to install the line or service at Parity.
- (c) to access Embarq information systems which will allow INTRADO COMM to provide service availability dates at Parity.
- (d) transmit status information on service orders, including acknowledgement, firm order confirmation, and completion at Parity.

72.13. Standards

72.13.1. General Requirements. INTRADO COMM and Embarq shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

73. PROVISION OF USAGE DATA

73.1. This Section sets forth the terms and conditions for Embarq's provision of Recorded Usage Data (as defined in this Part) to INTRADO COMM and for information exchange regarding long distance and access billing. The Parties agree to record call information for interconnection in accordance with this Section. To the extent technically feasible, each Party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange End User, and long distance calls transited through one Party's network to the terminating provider. Embarq shall record for INTRADO COMM the messages that Embarq records for and bills to its End Users and records for billing of interexchange carriers. These records shall be provided at a Party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records

shall be transmitted to the other Party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. Embarq and INTRADO COMM agree that they shall retain, at each Party's sole expense, copies of all EMI records transmitted to the other Party for at least forty-five (45) Days after transmission to the other Party.

73.2. General Procedures

73.2.1. Embarq shall comply with various industry and OBF standards referred to throughout this Agreement.

73.2.2. Embarq shall comply with OBF standards when recording and transmitting Usage Data.

73.2.3. Embarq shall record all usage originating from INTRADO COMM End Users using resold services ordered by INTRADO COMM, where Embarq records those same services for Embarq End Users. Recorded Usage Data includes, but is not limited to, the following categories of information:

- (a) Use of CLASS/LASS/Custom Features that Embarq records and bills for its End Users on a per usage basis.
- (b) Calls to Information Providers (IP) reached via Embarq facilities will be provided in accordance with Section 73.2.7
- (c) Calls to Directory Assistance where Embarq provides such service to a INTRADO COMM End Users.
- (d) Calls completed via Embarq-provided Operator Services where Embarq provides such service to INTRADO COMM's local service End Users and where Embarq records such usage for its End Users using Industry Standard Telcordia EMI billing records.
- (e) Access records related to long distance calling.
- (f) For Embarq-provided Centrex Service, station level detail.

73.2.4. Retention of Records. Embarq shall maintain a machine readable back-up copy of the message detail provided to INTRADO COMM for a minimum of forty-five (45) Days. During the forty-five (45) day period, Embarq shall provide any data back-up to INTRADO COMM upon the request of INTRADO COMM. If the forty-five (45) day period has expired, Embarq may provide the data back-up at INTRADO COMM's expense.

73.2.5. Embarq shall provide to INTRADO COMM Recorded Usage Data for INTRADO COMM End Users. Embarq shall not submit other INTRADO COMM local usage data as part of the INTRADO COMM Recorded Usage Data.

- 73.2.6. Embarq shall not bill directly to INTRADO COMM End Users any recurring or non-recurring charges for INTRADO COMM's services to the End Users except where explicitly permitted to do so within a written agreement between Embarq and INTRADO COMM.
- 73.2.7. Embarq will record 976/N11 calls and transmit them to the IP for billing. Embarq will not bill these calls to either the INTRADO COMM or the INTRADO COMM's End User.
- 73.2.8. Embarq shall provide Recorded Usage Data to INTRADO COMM billing locations as agreed to by the Parties.
- 73.2.9. Embarq shall provide a single point of contact to respond to INTRADO COMM call usage, data error, and record transmission inquiries.
- 73.2.10. Embarq shall provide INTRADO COMM with a single point of contact and remote identifiers (IDs) for each sending location.
- 73.2.11. INTRADO COMM shall provide a single point of contact responsible for receiving usage transmitted by Embarq and receiving usage tapes from a courier service in the event of a facility outage.
- 73.2.12. Embarq shall bill and INTRADO COMM shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

73.3. Charges

- 73.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Embarq and Embarq shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded End Users.
- 73.3.2. Embarq will be responsible for returning EMI records to IXCs with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (*i.e.*, Billing Number).
- 73.3.3. Embarq will deliver a monthly statement for Wholesale Services in the medium (e.g.: NDM, paper, or CD-ROM) requested by INTRADO COMM as follows:
 - (a) Invoices will be provided in a standard Carrier Access Billing format or other such format as Embarq may determine;
 - (b) Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and INTRADO COMM will pay Embarq for providing such call detail;

- (c) The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;
- (d) Embarq agrees to provide information on the end-user's selection of special features where Embarq maintains such information (e.g.: billing method, special language) when INTRADO COMM places the order for service;
- (e) Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.
- (f) Embarq shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Embarq shall also bill INTRADO COMM for additional copies of the monthly invoice.

73.3.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) Days.

73.4. Central Clearinghouse and Settlement

73.4.1. Embarq and INTRADO COMM shall agree upon Clearinghouse and Incollect/Outcollect procedures.

73.4.2. Embarq shall settle with INTRADO COMM for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

73.5. Lost Data

73.5.1. Loss of Recorded Usage Data. INTRADO COMM Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Embarq in its performance of the recording function shall be recovered by Embarq at no charge to INTRADO COMM. In the event the data cannot be recovered by Embarq, Embarq shall estimate the messages and associated revenue, with assistance from INTRADO COMM, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Embarq and INTRADO COMM. This estimate shall be used to adjust amounts INTRADO COMM owes Embarq for services Embarq provides in conjunction with the provision of Recorded Usage Data.

73.5.2. Partial Loss. Embarq shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in Section 73.5 above. Where actual data are not available, a

full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

73.5.3. Complete Loss. When Embarq is unable to recover data as discussed in Section 73.5 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

73.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Embarq shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Embarq shall apply the appropriate average revenue per message ("arpm") agreed to by INTRADO COMM and Embarq to the estimated message volume for messages for which usage charges apply to the End User to arrive at the estimated lost revenue.

73.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

73.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Embarq shall use volumes from the two (2) preceding Sundays.

73.5.7. If the loss occurs on Mother's day or Christmas day, Embarq shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of INTRADO COMM's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.

73.6. Testing, Changes and Controls

73.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by INTRADO COMM and Embarq.

73.6.2. Control procedures for all usage transferred between Embarq and INTRADO COMM shall be available for periodic review. This review may be included as part of an Audit of Embarq by INTRADO COMM or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Embarq and INTRADO COMM must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to

control procedures would need to be mutually agreed upon by INTRADO COMM and Embarq.

73.6.3. Embarq Software Changes

- (a) When Embarq plans to introduce any software changes which impact the format or content structure of the usage data feed to INTRADO COMM, designated Embarq personnel shall notify INTRADO COMM no less than ninety (90) Days before such changes are implemented.
- (b) Embarq shall communicate the projected changes to INTRADO COMM's single point of contact so that potential impacts on INTRADO COMM processing can be determined.
- (c) INTRADO COMM personnel shall review the impact of the change on the entire control structure. INTRADO COMM shall negotiate any perceived problems with Embarq and shall arrange to have the data tested utilizing the modified software if required.
- (d) If it is necessary for Embarq to request changes in the schedule, content or format of usage data transmitted to INTRADO COMM, Embarq shall notify INTRADO COMM.

73.6.4. INTRADO COMM Requested Changes:

- (a) INTRADO COMM may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Embarq.
- (b) When the negotiated changes are to be implemented, INTRADO COMM and/or Embarq shall arrange for testing of the modified data.

73.7. Information Exchange and Interfaces

73.7.1. Product/Service Specific. Embarq shall provide a Telcordia standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Embarq's offering and are provided for Embarq's End Users on a per usage basis.

73.8. Rejected Recorded Usage Data

73.8.1.1. Upon agreement between INTRADO COMM and Embarq, messages that cannot be rated and/or billed by INTRADO COMM may be returned to Embarq via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Embarq in their original EMI format utilizing standard EMI return codes.

73.8.1.2. Embarq may correct and resubmit to INTRADO COMM any messages returned to Embarq. Embarq will not be liable for any

records determined by Embarq to be billable to a INTRADO COMM End User. INTRADO COMM will not return a message that has been corrected and resubmitted by Embarq. Embarq will only assume liability for errors and unguideables caused by Embarq.

74. GENERAL NETWORK REQUIREMENTS

- 74.1. Embarq shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Embarq is able to test, in accordance with the terms and conditions of this Agreement.
- 74.2. During the term of this Agreement, Embarq shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Embarq shall provide INTRADO COMM with maintenance support at Parity.
- 74.3. Embarq shall provide on a regional basis, a point of contact for INTRADO COMM to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.
- 74.4. Embarq shall provide INTRADO COMM maintenance dispatch personnel on the same schedule that it provides its own End Users.
- 74.5. Embarq shall cooperate with INTRADO COMM to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 74.6. All Embarq employees or contractors who perform repair service for INTRADO COMM End Users shall follow Embarq standard procedures in all their communications with INTRADO COMM End Users. These procedures and protocols shall ensure that:
 - 74.6.1. Embarq employees or contractors shall perform repair service that is equal in quality to that provided to Embarq End Users; and
 - 74.6.2. Trouble calls from INTRADO COMM shall receive response time priority that is equal to that of Embarq End Users and shall be handled on a “first come first served” basis regardless of whether the End User is an INTRADO COMM End User or an Embarq End User.
- 74.7. Embarq shall provide INTRADO COMM with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to INTRADO COMM under this Agreement equal in quality to that currently provided by Embarq in the maintenance of its own network. INTRADO COMM shall perform its own testing for UNEs.

- 74.8. Embarq shall give maximum advanced notice to INTRADO COMM of all non-scheduled maintenance or other planned network activities to be performed by Embarq on any network element, including any hardware, equipment, software, or system, providing service functionality of which INTRADO COMM has advised Embarq may potentially impact INTRADO COMM End Users.
- 74.9. Notice of Network Event. Each Party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 74.10. On all misdirected calls from INTRADO COMM End Users requesting repair, Embarq shall provide such INTRADO COMM End Users with the correct INTRADO COMM repair telephone number as such number is provided to Embarq by INTRADO COMM. Once the Electronic Interface is established between Embarq and INTRADO COMM, Embarq agrees that INTRADO COMM may report troubles directly to a single Embarq repair/maintenance center for both residential and small business End Users, unless otherwise agreed to by INTRADO COMM.
- 74.11. Upon establishment of an Electronic Interface, Embarq shall notify INTRADO COMM via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. INTRADO COMM will contact its End User to determine if repairs were completed and confirm the trouble no longer exists.
- 74.12. Embarq shall perform all testing for resold Telecommunications Services.
- 74.13. Embarq shall provide test results to INTRADO COMM, if appropriate, for trouble clearance. In all instances, Embarq shall provide INTRADO COMM with the disposition of the trouble.
- 74.14. If Embarq initiates trouble handling procedures, it will bear all costs associated with that activity. If INTRADO COMM requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the End User demarcation point, then INTRADO COMM will bear the cost.
- 74.15. The Parties shall make available a 7x24 number for use in obtaining and/or validating caller information and performance of call traces for in-progress emergency calls if required.

75. MISCELLANEOUS SERVICES AND FUNCTIONS

75.1. General

- 75.1.1. The services described in Sections 75.3, 75.4, and 75.5 shall only be available to INTRADO COMM under this Agreement (i) when Embarq is providing the service to itself, (ii) in areas where Embarq is providing such service to Embarq's End Users, and (iii) subject to the limitations specified herein. To the extent that Embarq does not provide the services described in Sections 75.3, 75.4, and 75.5 to itself, or the

requested service is not available to Embarq's End Users in such areas, INTRADO COMM must secure any desired services under a separate commercial agreement with Embarq or another provider.

- 75.1.2. The services described in Section 75.2.2 shall only be available to INTRADO COMM under this Agreement in geographic areas where Embarq is designated as the 911 Service and E911 Service provider by the E911 Authority and Embarq manages the 911/E911 database.

75.2. Basic 911 and E911 Service

- 75.2.1. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).

- 75.2.2. Basic 911 and E911 functions will be provided to INTRADO COMM for End Users that it is serving by reselling Embarq's Telecommunications Services pursuant to Part D of this Agreement or End-Users that it is serving indirectly as a wholesale telecommunications provider, and shall be at Parity with the support and services that Embarq provides to its End Users for such similar functionality.

- (a) Where it may be appropriate for Embarq to update the ALI database, Embarq shall update such database with INTRADO COMM data in an interval at Parity with that experienced by Embarq End-Users.

- (b) Embarq shall transmit to INTRADO COMM daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the End User listing feed.

- 75.2.3. In government jurisdictions where Embarq has obligations under existing agreements as the designated provider of the 911 system to the county (Host Embarq), INTRADO COMM shall participate in the provision of the 911 system in accordance with this Agreement or applicable tariffs, as appropriate.

- 75.2.4. In government jurisdictions where INTRADO COMM has obligations under existing agreements as the designated provider of the 911 system to the county (Host INTRADO COMM), Embarq shall participate in the provision of the 911 system in accordance with this Agreement or applicable tariffs, as appropriate.

- 75.2.5. If a third party is the designated provider of the 911 system to a E911 Authority, the Parties shall negotiate separately with such third party with regard to the provision of 911 service to E911 Authority. All relations between such third party and INTRADO COMM are totally

separate from this Agreement and neither Party makes any representations on behalf of the third party.

75.2.6. Basic 911 and E911 Database Requirements in Geographic Areas where Embarq Has Been Designated as the Primary 911 Service and E911 Service Provider by the E911 Authority and Manages the 911/E911 Database.

- (a) The ALI database shall be managed and exclusively owned by Embarq. The subscriber data provided by INTRADO COMM is owned by INTRADO COMM.
- (b) To the extent allowed by the E911 Authority, and where available, copies of the SIG shall be provided to INTRADO COMM within three Business Days from the time requested and provided on diskette (or other mutually agreed medium) in a format compliant with NENA standards.
- (c) INTRADO COMM shall be solely responsible for providing INTRADO COMM database records to Embarq for inclusion in Embarq's Selective Router and/or ALI database on a timely basis.
- (d) Embarq and INTRADO COMM shall arrange for the automated input and periodic updating of the E911 database information related to INTRADO COMM End Users. Embarq shall work cooperatively with INTRADO COMM to ensure the accuracy of the data transfer by verifying it against the MSAG. Embarq shall accept electronically transmitted files that conform to a mutually acceptable NENA format.
- (e) INTRADO COMM shall assign an E911 database coordinator charged with the responsibility of forwarding INTRADO COMM ALI record information or SOI to Embarq or via a third-party entity, charged with the responsibility of ALI record transfer. INTRADO COMM assumes all responsibility for the accuracy of the data that INTRADO COMM provides to Embarq.
- (f) INTRADO COMM shall provide information on new End Users to Embarq within one (1) business day of the order completion. Embarq shall update the database within two (2) Business Days of receiving the data from INTRADO COMM. If Embarq detects an error in the INTRADO COMM provided data, the data shall be returned to INTRADO COMM within two (2) Business Days from when it was provided to Embarq. INTRADO COMM shall respond to requests from Embarq to make corrections to database record errors by uploading corrected database or SOI records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.

- (g) Embarq agrees to treat all End User data on INTRADO COMM End Users provided under this Agreement as confidential in accordance with CPNI rules and to use data on INTRADO COMM End Users only for the purpose of providing E911 Services. In accordance with CPNI rules, Embarq may also use such End-User data to provide "Emergency Services," "Emergency Notification Services," and "Emergency Support Services" as those terms are defined in the Wireless Communications and Public Safety Act of 1999.

75.3. Directory Listings Service

75.3.1. These requirements pertain to Embarq's Listings Service Request process that enables INTRADO COMM to (a) submit INTRADO COMM End User information for inclusion in Directory Listings databases; (b) submit INTRADO COMM End User information for inclusion in published directories; and (c) provide INTRADO COMM End User delivery address information to enable Embarq to fulfill directory distribution obligations.

75.3.2. When implemented by the Parties, Embarq shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Embarq shall create a standard format and order process by which INTRADO COMM can place an order with a single point of contact within Embarq.

75.3.3. Embarq will provide to INTRADO COMM the following Directory Listing Migration Options:

- (a) Migrate with no Changes. Retain all white page listings for the End User in both DA and DL. Transfer ownership and billing for white page listings to INTRADO COMM.
- (b) Migrate with Additions. Retain all white page listings for the End User in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to INTRADO COMM.
- (c) Migrate with Deletions. Retain all white page listings for the End User in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to INTRADO COMM.
- (d) To ensure accurate order processing, Embarq or its directory publisher shall provide to INTRADO COMM the following information, with updates promptly upon changes:
- (e) A matrix of NXX to central office;

- (f) Geographical maps if available of Embarq service area;
- (g) A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
- (h) Listing format rules;
- (i) Standard abbreviations acceptable for use in listings and addresses;
- (j) Titles and designations; and
- (k) A list of all available directories and their Business Office close dates

75.3.4. Embarq shall update and maintain directory listings information to reflect which of the following categories INTRADO COMM End User fall into:

- (a) "LISTED" means the listing information is available for all directory requirements;
- (b) "NON-LISTED" means the listing information is available for all directory requirements, but the information does not appear in the published street directory;
- (c) "NON-PUBLISHED" means that a directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

75.3.5. Based on changes submitted by INTRADO COMM, Embarq shall update and maintain directory listings data for INTRADO COMM End User who:

- (a) Disconnect Service;
- (b) Change INTRADO COMM;
- (c) Install Service;
- (d) Change any service which affects DA information;
- (e) Specify Non-Solicitation; and
- (f) Change categories from Non-Published, Non-Listed, or Listed.

75.3.6. The charge for storage of INTRADO COMM End User information in the DL systems is included in the rates where INTRADO COMM is buying UNE Loops or resold services with respect to specific addresses. INTRADO COMMs that are not buying UNE Loops or resold services shall pay for such storage services at the rate reflected on Table One.

- 75.3.7. INTRADO COMM acknowledges that many directory functions including but not limited to directory proofing, and directory distribution are not performed by Embarq but rather are performed by and are under the control of the directory publisher, and Embarq shall not have any liability to INTRADO COMM for any acts or omissions of the publisher. Embarq shall use reasonable efforts to assist INTRADO COMM in obtaining an agreement with the directory publisher that treats INTRADO COMM at Parity with the publisher's treatment of Embarq.
- 75.3.8. INTRADO COMM acknowledges that for an INTRADO COMM End User's name to appear in a directory, INTRADO COMM must submit a Directory Service Request (DSR).
- 75.3.9. INTRADO COMM shall provide directory listings to Embarq pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the Parties.
- 75.3.10. Traditional White Pages Listings.
- (a) Embarq shall include in its master End User system database all white pages listing information for INTRADO COMM End Users whose information was properly submitted a DSR.
 - (b) One basic White pages listing for each INTRADO COMM End User is included in the rates where INTRADO COMM is buying UNE Loops or resold services at a specific address and additional listings for a specific address shall be provided at the rates reflected on Table 1. If INTRADO COMM requests a listing for an address where INTRADO COMM is not buying UNE Loops or resold services, INTRADO COMM shall pay for all requested listings for such address at the rate reflected on Table One. A basic White Pages listing is defined as a End User name, address and either the INTRADO COMM assigned number for an End User or the number for which number portability is provided, but not both numbers. Basic White Pages listings of INTRADO COMM End Users will be interfiled with listings of Embarq and other LEC End Users.
 - (c) INTRADO COMM agrees to provide End User listing information for INTRADO COMM's End Users, including without limitation directory distribution information, to Embarq, at no charge. Embarq will provide INTRADO COMM with the appropriate format for provision of INTRADO COMM End User listing information to Embarq. The Parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-

standard format for the provision of such information, the Parties agree to adopt such format.

- (d) Embarq agrees to provide White Pages database maintenance services to INTRADO COMM. INTRADO COMM will be charged a Service Order entry fee upon submission of Service Orders into Embarq's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Embarq's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- (e) INTRADO COMM End User listing information will be used solely for the provision of directory services, including the sale of directory advertising to INTRADO COMM End Users.
- (f) In addition to a basic White Pages listing, Embarq will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for INTRADO COMM to offer for resale to INTRADO COMM's End Users.
- (g) Embarq, or its directory publisher, will provide White Pages distribution services to INTRADO COMM End Users, in areas where Embarq is providing such service to Embarq's End Users, at no additional charge to INTRADO COMM at times of regularly scheduled distribution to all End Users. Embarq represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Embarq and to other INTRADO COMM End Users.
- (h) Embarq agrees to include critical contact information pertaining to INTRADO COMM in the "Information Pages" of those of its White Pages directories containing information pages, if INTRADO COMM meets criteria established by its directory publisher. Critical contact information includes INTRADO COMM's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. INTRADO COMM will not be charged for inclusion of its critical contact information. The format, content and appearance of INTRADO COMM's critical contact information must conform to applicable Embarq directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all INTRADO COMMs in a directory.
- (i) Embarq will accord INTRADO COMM End User listing information the same level of confidentiality that Embarq accords

its own proprietary customer listing information. Embarq shall ensure that access to INTRADO COMM End User proprietary listing information will be limited solely to those of Embarq and Embarq's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Embarq will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a INTRADO COMM that contains End User listings of both Embarq and INTRADO COMM will not be deemed a violation of this confidentiality provision.

- (j) Embarq will provide INTRADO COMM's End User listing information to any third party to the extent required by Applicable Rules.

75.4. Other Directory Services.

75.4.1. Embarq will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with INTRADO COMM which will address other directory services desired by INTRADO COMM as described in this Section 75.4. Both Parties acknowledge that Embarq's directory publisher is not a party to this Agreement and that the provisions contained in this Section 75.4 are not binding upon Embarq's directory publisher.

75.4.2. Embarq will request that its publisher make available to INTRADO COMM the provision of a basic Yellow Pages listing to INTRADO COMM End Users located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to INTRADO COMM End Users.

75.4.3. Embarq will request that its publisher make directory advertising available to INTRADO COMM End Users on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Embarq and other INTRADO COMM End Users. Directory advertising will be billed to INTRADO COMM End Users by directory publisher.

75.4.4. Embarq will request that its publisher use commercially reasonable efforts to ensure that directory advertising purchased by End Users who switch their service to INTRADO COMM is maintained without interruption.

75.4.5. Embarq will request that its publisher make available information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 0,

subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

75.4.6. The directory publisher shall maintain full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.

75.5. Directory Assistance Data.

75.5.1. Directory Assistance Data consists of information within residential, business, and government End User records that can be used to create and maintain databases for the provision of live or automated operator assisted Directory Assistance.

75.5.2. Under a separate agreement, Embarq will provide INTRADO COMM with unbundled and non-discriminatory access to the residential, business and government End User records for the purpose of obtaining Directory Assistance Data that is needed to enable telephone exchange INTRADO COMMs to swiftly and accurately respond to requests by end-users for directory information, including, but not limited to name, address and phone numbers. The separate agreement shall provide for each of the following:

- (a) End User records. INTRADO COMM shall have access to the same End User record information that Embarq used to create and maintain its databases for the provision of live or automated operator assisted Directory Assistance.
- (b) Data Transfer. Embarq shall provide to INTRADO COMM, at INTRADO COMM's request, all published Subscriber List Information (including such information that resides in Embarq's master End User system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Embarq provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to INTRADO COMM pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each End User whether the subscriber is classified as residence or business class of service.

PART K – REPORTING STANDARDS

76. GENERAL

- 76.1. Embarq shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Embarq's performance under this agreement shall be provided to INTRADO COMM at parity with the performance Embarq provides itself for like service(s).

PART L – COLLOCATION

77. SCOPE OF COLLOCATION TERMS

- 77.1. Embarq will provide Collocation to INTRADO COMM in accordance with this Agreement for the purposes of Interconnection to Embarq pursuant to the Act (including 47 USC § 251(c)(2)) and for obtaining access to Embarq's UNEs pursuant to the Act (including 47 USC § 251(c)(3)). Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first-served" basis, and otherwise in accordance with the requirements of the Act (including 47 USC § 251(c)(6)).
- 77.2. Prices and fees for collocation and other services under this Agreement are contained in Table Two. In the event Embarq files tariffs for pricing of collocation and other services covered by this agreement, such pricing in the tariffs will control over Table Two as of the date the tariff becomes effective. The terms and conditions of this Agreement will control over any terms and conditions in the tariff.
- 77.3. This Agreement states the general terms and conditions upon which Embarq will grant to INTRADO COMM the non-exclusive right to gain access to and occupy the Collocation Space, and other associated facilities as may be necessary, for the sole and exclusive purpose of providing telecommunications service upon submission of an approved and provisioned Application for collocation service. Such service will be provided by installing, maintaining and operating INTRADO COMM's equipment, which will interconnect with Telecommunications Services and facilities provided by Embarq or others in accordance with this Agreement.

78. TERMINATION OF COLLOCATION SPACE

- 78.1. INTRADO COMM may terminate occupancy in a particular Collocation Space upon thirty (30) Days prior written notice to Embarq. Upon termination of such occupancy, INTRADO COMM at its expense shall remove its equipment and other property from the Collocation Space. INTRADO COMM shall have thirty (30) Days from the termination date to complete such removal, including the removal of all equipment and facilities of INTRADO COMM's Guests; provided, however, that INTRADO COMM shall continue payment of monthly fees to Embarq until such date as INTRADO COMM has fully vacated the Collocation Space. INTRADO COMM will surrender the Collocation Space to Embarq in the same condition as when first occupied by INTRADO COMM, except for ordinary wear and tear.
- 78.2. INTRADO COMM shall be responsible for the cost of removing any enclosure, together with all supporting structures (*e.g.*, racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

- 78.3. Upon termination of INTRADO COMM's right to possession of a Collocation Space, INTRADO COMM shall surrender possession and vacate the Collocation Space within thirty (30) Days. Failure to surrender the Collocation Space within thirty (30) Days shall be considered abandonment and Embarq will have the right to remove the equipment and other property of INTRADO COMM or the INTRADO COMM's Guest at INTRADO COMM's expense and with no liability for damage or injury to INTRADO COMM's property.
- 78.4. Should Embarq under any Section of this Agreement remove any of INTRADO COMM's equipment from its collocation space, Embarq will deliver to INTRADO COMM any equipment removed by Embarq only upon payment by INTRADO COMM of the cost of removal, storage and delivery, and all other amounts due Embarq under this Agreement. Should INTRADO COMM fail to remove any of its equipment deemed abandoned, title thereto shall pass to Embarq under this Agreement as if by a Bill of Sale. Nothing herein shall limit Embarq from pursuing, at its option, any other remedy in law, equity, or otherwise related to INTRADO COMM's occupancy in the Collocation Space, including any other remedy provided in this Agreement.
- 78.5. INTRADO COMM shall surrender all keys, access cards and Embarq-provided photo identification cards to the Collocation Space and the Building to Embarq, and shall make known to Embarq the combination of all combination locks remaining on the Collocation Space.
- 78.6. If it becomes necessary in Embarq's reasonable judgment, and there are no other reasonable alternatives available, Embarq shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Embarq-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Embarq's tariffs to provide Telecommunications Services to its End Users. In such cases, Embarq will reimburse INTRADO COMM for reasonable direct costs and expenses in connection with such reclamation.
- 78.7. If it becomes necessary in Embarq's reasonable judgment, and there are no other reasonable alternatives, to require INTRADO COMM to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from Embarq, in which event, Embarq shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

79. COLLOCATION OPTIONS

- 79.1. Embarq will offer Collocation Space to allow INTRADO COMM to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Embarq shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, INTRADO COMM must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core

and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.

- 79.2. Embarq will authorize the enclosure of INTRADO COMM's equipment and facilities at INTRADO COMM's option. Embarq will provide guidelines and specifications upon request. Based on INTRADO COMM's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At INTRADO COMM's option, Embarq will permit INTRADO COMM to arrange with a third party vendor to construct a Collocation Arrangement enclosure at INTRADO COMM's sole expense. INTRADO COMM's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill INTRADO COMM directly for all work performed for INTRADO COMM and Embarq will have no liability for nor responsibility to pay such charges imposed by the third party vendor. INTRADO COMM must provide the local Embarq building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Embarq will not access INTRADO COMM's locked enclosure prior to notifying INTRADO COMM and obtaining authorization.

79.2.1. Embarq has the right to review INTRADO COMM's plans and specifications prior to allowing construction to start. Embarq will complete its review within fifteen (15) Days of receipt of such plans. Embarq has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. Embarq can require INTRADO COMM to remove or correct, at its cost, any structure that does not meet these plans.

- 79.3. INTRADO COMM may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by INTRADO COMM ("Host") and other telecommunications carriers ("Guests"). INTRADO COMM will notify Embarq in writing upon execution of any agreement between the Host and its Guest within twelve (12) Days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by INTRADO COMM that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.

79.3.1. As Host, INTRADO COMM will be the sole interface and responsible Party to Embarq for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other Sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, Embarq will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to a INTRADO COMM.

- 79.3.2. Embarq will not place unreasonable restrictions on INTRADO COMM's use of a cage, and as such will allow INTRADO COMM to contract with other INTRADO COMMs to share the cage in a sublease type arrangement. If two (2) or more INTRADO COMMs that have interconnection agreements with Embarq utilize a shared collocation cage, Embarq will permit each INTRADO COMM to order UNEs and provision service from the shared collocation space, regardless of which INTRADO COMM was the original collocater.
- 79.3.3. If Host terminates a Collocation Arrangement, Host will provide Guest thirty (30) Days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.
- 79.4. Embarq will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Embarq property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, Embarq will decide the location, subject to zoning or other state and local regulations and future use by Embarq or other requesting Telecommunications Carriers pursuant to an application submitted under Section 81.
- 79.4.1. INTRADO COMM will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (*i.e.*, racking, conduits, etc.) to the Embarq point of interconnection. Should INTRADO COMM elect such an option, INTRADO COMM must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.
- 79.4.2. Embarq maintains the right to review INTRADO COMM's plans and specifications prior to construction of an Adjacent Arrangement(s). Embarq will complete its review within thirty (30) Days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of INTRADO COMM. Embarq may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Embarq may require INTRADO COMM to correct any deviations from approved plans found during such inspection(s).
- 79.4.3. Embarq will provide AC power, as requested, subject to being technically feasible. At its option, INTRADO COMM may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Embarq's.
- 79.4.4. Subject to INTRADO COMM being on the waiting list, in the event that space in an Embarq Premises becomes available, Embarq will provide the option to the INTRADO COMM to relocate its equipment from an

Adjacent Facility into the Embarq Premises. In the event INTRADO COMM chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the Embarq Premises.

- 79.5. To the extent possible, Embarq will provide INTRADO COMM with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 79.6. Embarq will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 USC § 251(c)(6) and 47 CFR § 51.321).
 - 79.6.1. INTRADO COMM may lease to Embarq, at no cost to Embarq, equipment that meets applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Embarq install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.
 - 79.6.2. Virtually collocated equipment shall be purchased by INTRADO COMM. Embarq does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of INTRADO COMM's equipment, arrangement or facilities.
 - 79.6.3. Embarq will install, maintain, and repair INTRADO COMM's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Embarq, Embarq's affiliates or third parties. The following services are not covered by this Agreement:
 - (a) services to resolve software or hardware problems resulting from products provided by parties other than Embarq or causes beyond the control of Embarq;
 - (b) service of attached, related, collateral or ancillary equipment or software not covered by this Section;
 - (c) repairing damage caused to INTRADO COMM's collocated equipment by persons other than Embarq, or its authorized contractors, or
 - (d) repairing damage to other property or equipment caused by operation of INTRADO COMM's collocated equipment and not caused by the sole negligence of Embarq.
 - 79.6.4. INTRADO COMM warrants that Embarq shall have quiet enjoyment of the equipment. Embarq will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by INTRADO

COMM for the benefit of Embarq and INTRADO COMM shall take all reasonable action to enforce such warranties and indemnities where available to Embarq. INTRADO COMM shall execute, upon presentation, such documents and instruments as may be required to allow Embarq manufacturer's warranty coverage for any equipment. INTRADO COMM warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.

- (a) In the event Embarq's right to quiet enjoyment is breached, either by INTRADO COMM's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, Embarq may give written notice to INTRADO COMM and all of Embarq's obligations relating to the affected equipment shall terminate immediately.

79.6.5. Embarq's preparation, if any, of the Premises (*e.g.*, Power, environmental, etc.) for the Virtual Collocation equipment will be charged to INTRADO COMM at rates on Table Two or as filed in a tariff and approved by the Commission.

80. DEMARCATION POINT

- 80.1. The point of demarcation is the location where INTRADO COMM's collocated equipment is connected to Embarq's facilities, usually within Embarq's Central Office. The point of demarcation for such purposes is not the POI and these terms do not limit INTRADO COMM's right to select its POI pursuant to Part F. Embarq will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At INTRADO COMM's request, Embarq will identify the location(s) of other possible demarcation points available to INTRADO COMM, and INTRADO COMM will designate from these location(s) the point(s) of demarcation between its collocated equipment and Embarq's equipment. Embarq will use its best efforts to identify the closest demarcation point to INTRADO COMM's equipment that is available.
- 80.2. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.
- 80.3. At INTRADO COMM's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at INTRADO COMM's option, serve as the demarcation point. If INTRADO COMM elects not to provide a POT frame, Embarq will agree to handoff the interconnection cables to INTRADO COMM at its equipment, at INTRADO COMM's designated demarcation point. When INTRADO COMM elects to install its own POT frame/cabinet, Embarq must still provide and install the required DC power panel.

81. APPLICATION PROCESS

- 81.1. Upon INTRADO COMM's selection of a Premises in which it desires to collocate its Equipment, Embarq will provide a then current collocation application form (the "Application") to INTRADO COMM. INTRADO COMM will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in INTRADO COMM's Collocation Space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.
- 81.1.1. INTRADO COMM will complete the Application, and return it, along with the appropriate Application Fee, to Embarq. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Embarq will not process an Application until both the Application and the applicable Application fee are received.
- 81.1.2. In the event INTRADO COMM desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Embarq, INTRADO COMM will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.
- 81.1.3. Where INTRADO COMM modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Embarq, Embarq will not impose additional charges or additional intervals that would delay INTRADO COMM's operation. INTRADO COMM will notify Embarq of the modifications or additional equipment prior to installation.
- 81.1.4. If Collocation Space is unavailable or INTRADO COMM withdraws its request, the Application fee, less the costs incurred by Embarq (e.g., engineering record search and administrative activities required to process the Application) will be refunded.
- 81.2. If INTRADO COMM wishes Embarq to consider multiple methods for collocation on a single Application, INTRADO COMM will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Embarq to process the Application for each of the preferred methods. If

INTRADO COMM provides adequate information and its preferences with its Application, Embarq may not require an additional Application, nor would INTRADO COMM be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per Application. Embarq will not select for INTRADO COMM the type of collocation to be ordered.

- 81.3. Within ten (10) Days after receiving INTRADO COMM's Application for collocation, Embarq will inform INTRADO COMM whether the Application meets each of Embarq's established collocation standards. Should INTRADO COMM submit a revised Application curing any deficiencies in an Application for collocation within ten Days after being informed of them, INTRADO COMM shall retain its original position within any collocation queue that Embarq maintains. If Embarq informs INTRADO COMM that there is a deficiency in an Application, Embarq will provide sufficient detail so that INTRADO COMM has a reasonable opportunity to cure each deficiency.
- 81.4. All revisions to an initial request for a Physical Collocation Arrangement submitted by INTRADO COMM must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. INTRADO COMM will be required to pay any applicable Application fees.
- 81.5. Embarq shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.
 - 81.5.1. Embarq will notify INTRADO COMM in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.
 - 81.5.2. In order to increase the amount of space available for collocation, Embarq will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.
- 81.6. After notifying the INTRADO COMM that Embarq has no available space for Physical Collocation in the requested Central Office ("Denial of Application"), Embarq will allow the INTRADO COMM, upon request, to tour the entire Central Office within ten (10) Days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by Embarq within five (5) Days of the Denial of Application.
 - 81.6.1. If INTRADO COMM contests Embarq's notice that there is not sufficient space for Physical Collocation in the Central Office, the Parties agree to seek expedited resolution of the dispute at the Commission pursuant to § 251(c)(6) of the Act. If the Commission determines that space is not

available, Embarq will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.

- 81.6.2. On a first come, first serve basis, Embarq will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.
- 81.6.3. Embarq will simultaneously notify the telecommunications carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if INTRADO COMM has been denied Physical Collocation space at an Embarq Premises and challenges Embarq on space availability at said Premises, INTRADO COMM will be given priority for space assignment if, as a result of the challenge, space is found to be available. INTRADO COMM will reaffirm its collocation request within thirty (30) Days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Embarq will advise INTRADO COMM as to its position on the list.
- 81.6.4. If INTRADO COMM's Application for Physical Collocation is denied due to lack of space, Embarq will place INTRADO COMM on the waiting list for collocation in particular Premises according to the date INTRADO COMM submitted its Application and not the date of denial for lack of space.
- 81.6.5. Embarq will maintain on its Website a notification document that will indicate all Premises that are without available space. Embarq will update such document within ten (10) Days of the date at which a Premises runs out of physical collocation space.
- 81.7. Embarq will provide a price quote within thirty (30) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) Days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.
- 81.8. INTRADO COMM has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Embarq need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Embarq, INTRADO COMM does not notify Embarq that physical collocation should proceed.
- 81.9. INTRADO COMM will indicate its intent to proceed with equipment installation in an Embarq Premises by accepting the price quote, which constitutes a Bona Fide Firm Order ("BFFO"). If INTRADO COMM makes changes to its

Application in light of Embarq's written Application Response, Embarq may be required to re-evaluate and respond to the change(s). In this event, INTRADO COMM's Application will be treated as a Revision.

- 81.10. Space preparation for the Collocation Space will not begin until Embarq receives the BFFO and all applicable fees, including all non-recurring charges required by Embarq at the time of the BFFO.

82. SPACE RESERVATION

- 82.1. The Parties may reserve physical collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with Section 81. Neither Embarq, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.

83. PROVISIONING INTERVALS

- 83.1. Embarq will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of receipt of a BFFO. If Embarq is unable to complete construction as provided herein, the Parties may agree to a mutually acceptable interval or Embarq may petition the Commission for waiver.

84. CONSTRUCTION AND COMMENCEMENT OF BILLING

- 84.1. Embarq shall permit INTRADO COMM or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such INTRADO COMM subcontractor shall be subject to Embarq's security standards. Embarq reserves the right to reject any INTRADO COMM subcontractor upon the same criteria that Embarq would use on its own subcontractors. INTRADO COMM will notify Embarq in writing when construction of physical collocation space is complete.
- 84.2. Embarq 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 Embarq when INTRADO COMM has completed its installation of equipment and facilities in the Collocation space, and Embarq shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify INTRADO COMM that Embarq 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 Embarq 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 Embarq 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.

- 84.3. To the extent Embarq performs the construction of the Physical Collocation Arrangement, Embarq shall construct the Collocated Space in compliance with a mutually agreed to collocation request. Any deviation to INTRADO COMM's order must thereafter be approved by INTRADO COMM. The Parties acknowledge that INTRADO COMM approved deviations may require additional construction time and may incur additional INTRADO COMM expenses. INTRADO COMM shall pay the incremental cost incurred by Embarq as the result of any Revision to the Collocation request. INTRADO COMM will pay all applicable fees, including any nonrecurring charges required by Embarq, prior to Embarq commencing construction of the collocation space.
- 84.4. INTRADO COMM will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Embarq 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 entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. Embarq will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, INTRADO COMM and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to INTRADO COMM prior to commencing such work. Extraordinary costs will only be billed to INTRADO COMM if such costs have been authorized by INTRADO COMM. Embarq must advise INTRADO COMM if extraordinary costs will be incurred.
- 84.5. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 84.6. Embarq will notify INTRADO COMM when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. Embarq will commence to correct any deviations to INTRADO COMM's original or jointly amended requirements within five (5) Days after the walk through. If INTRADO COMM does not conduct an acceptance walk through within fifteen (15) Days of the notification that the Collocation Space construction is complete, INTRADO COMM will be deemed to have accepted the Collocation Space and billing will commence.
- 84.7. INTRADO COMM must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. INTRADO COMM will reimburse Embarq for any actual expenses incurred and not already paid,

which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

85. EQUIPMENT

- 85.1. INTRADO COMM may only locate equipment necessary for interconnection to Embarq or accessing Embarq's unbundled network elements in accordance with Applicable Rules, including but not limited to 47 USC 251(C)(3), 47 USC 251(C)(2), and 47 CFR 51.323(b-c).
- 85.2. INTRADO COMM's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public. INTRADO COMM is responsible for the shipping delivery of all equipment or materials associated with the collocation arrangement, and INTRADO COMM shall instruct equipment vendors to ship equipment or materials directly to the INTRADO COMM or their Embarq approved contractor on the INTRADO COMM's behalf. No INTRADO COMM equipment or supplies may be delivered (other than by INTRADO COMM or their Embarq approved contractor) to a Premises containing the Collocation Space, nor shall such equipment or supplies be stored or staged outside of the licensed Collocation Space.
- 85.3. All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications ("NEBS"), but Embarq will not impose safety requirements on INTRADO COMM that are more stringent than the safety requirements it imposes on its own equipment. If Embarq denies collocation of INTRADO COMM's equipment, citing safety standards, Embarq must provide to INTRADO COMM within five (5) Business Days of the denial a list of all equipment that Embarq locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Embarq contends the competitor's equipment fails to meet. In the event that Embarq believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that INTRADO COMM's equipment does not meet NEBS Level 1 safety requirements, INTRADO COMM will be given ten (10) Days to comply with the requirements or remove the equipment from the collocation space. If the Parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, INTRADO COMM will not install said equipment.
- 85.4. INTRADO COMM must notify Embarq in writing that collocation equipment installation is complete and is operational with Embarq's network. If INTRADO COMM fails to place operational telecommunications equipment in the collocated space and either interconnect to Embarq or install UNEs to its collocation arrangement (per 47 USC 251 §251(c)(6)) within one-hundred-eighty (180) Days of INTRADO COMM's acceptance of Embarq's price quote, or other time period mutually agreed to by the INTRADO COMM and Embarq, Embarq may

terminate the applicable Collocation Space upon written notice. INTRADO COMM will reimburse Embarq for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

- 85.5. If INTRADO COMM has provisioned services to any End User without being in compliance with 85.4 above, INTRADO COMM will be billed access rates for all services for the period beginning with the installation of the services until the collocation arrangement is decommissioned or until it is brought into compliance.

86. AUGMENTS AND ADDITIONS

- 86.1. When INTRADO COMM modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Embarq, Embarq may not impose additional charges or additional intervals that would delay the INTRADO COMM's operation. INTRADO COMM will notify Embarq of the modifications or additional equipment prior to installation.
- 86.2. In the event INTRADO COMM desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Embarq, INTRADO COMM will complete a subsequent Application detailing all information regarding the modification to the Collocation Space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. A major or minor Augments fee will apply. Major Augments include adding or removing power cables, entrance cables, cross-connect cables and switchboard cables. Minor Augments include changes to DC power fuses and extensions of occasional use AC power circuits used temporarily for outlets and light.
- 86.3. INTRADO COMM must submit an Application and applicable Application fee to obtain a price quote. INTRADO COMM must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the INTRADO COMM's point of termination. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed ninety (90) Days from BFFO. If special or major construction is required, Embarq will work cooperatively with INTRADO COMM to negotiate mutually agreeable construction intervals for augments.

87. USE OF COMMON AREAS

- 87.1. INTRADO COMM, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Embarq from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas for vehicles of persons while working for or on behalf of INTRADO COMM at

the Collocation Space; provided, however, that Embarq shall have the right to reserve parking spaces for Embarq's exclusive use or use by other occupants of the Building. Embarq does not guarantee that there is or will be sufficient parking spaces in parking areas to meet INTRADO COMM's needs. Embarq does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of Embarq, and Embarq shall have the right to change the level, location and arrangement of parking areas and other common areas, as Embarq may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Embarq may from time to time impose, consistent with INTRADO COMM's right to access its Collocation Space.

- 87.2. Embarq, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Embarq, for the non-exclusive use of INTRADO COMM, Embarq and any other building occupant. INTRADO COMM shall not waste or permit the waste of water.
- 87.3. Embarq shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Embarq shall provide no security specific to INTRADO COMM's Collocation Space. Embarq shall not be liable to INTRADO COMM or any other party for loss of or damage to the Collocation Space or INTRADO COMM equipment unless Embarq has failed to provide Building and Premises security in accordance with its normal business practices.
- 87.4. Embarq shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which INTRADO COMM has access pursuant to the terms of this Agreement twenty-four (24) hours a day, seven (7) days a week. Freight elevator service when used by INTRADO COMM's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Embarq.

88. CO-CARRIER CROSS CONNECTION

- 88.1. Co-carrier cross-connects ("CCXCs") are connections between INTRADO COMM and another collocated Telecommunications Carrier other than Embarq, and are only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Embarq Premises, provided that the collocated equipment is also used for interconnection with Embarq and/or for access to Embarq's unbundled Network Elements. Embarq shall provide such CCXCs from INTRADO COMM's collocation arrangement to the collocation arrangement of another Telecommunications Carrier in the same Embarq premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from INTRADO COMM to another Telecommunications Carrier.

- 88.1.1. Embarq will provide such CCXCs for non-adjacent collocation arrangements at the expense of INTRADO COMM per INTRADO COMM's request. Embarq will provide connections between INTRADO COMM's own non-adjacent virtual and/or physical collocation arrangements within the same central office at the expense of INTRADO COMM and provisioned per INTRADO COMM's order.
- 88.1.2. Embarq, at its sole discretion, shall permit INTRADO COMM to self-provision CCXCs to interconnect its network with that of another adjacently collocated Telecommunications Carrier in the same Embarq Premises without application.
- 88.1.3. In those cases where INTRADO COMM's Virtual and/or Physical Collocation space is adjacent in the Central Office, INTRADO COMM may have the option, at Embarq's sole discretion, of using INTRADO COMM's own technicians to deploy direct connections ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to Embarq's technical and safety standards.
- 88.2. The term "Adjacent" in Section 88 refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in 47 CFR 51.323(k)(3).

89. RATES

- 89.1. The rates for collocation are listed on Table Two.
- 89.2. If INTRADO COMM is the first collocater in the Embarq premises, INTRADO COMM will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 89.3. The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Embarq is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of INTRADO COMM's Collocation Arrangement, Embarq will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each INTRADO COMM collocated within the Premises, based on the total space utilized by each collocated INTRADO COMM. Should Embarq benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Embarq be the sole beneficiary of an upgrade (*e.g.*, an upgrade would have had to be made regardless of whether or not a INTRADO COMM was collocated in the Premises), Embarq shall absorb all of the costs related to such an upgrade.

89.4. Facility Modifications

- 89.4.1. To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.
- 89.4.2. If a non-requesting party benefits from the modification, e.g., using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.
- 89.4.3. None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.
- 89.4.4. If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.
- 89.4.5. Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

90. EMBARQ SERVICES AND OBLIGATIONS

- 90.1. Embarq shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the building. Embarq shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by INTRADO COMM to Embarq in its Application which INTRADO COMM hereby represents to Embarq is sufficient to allow the INTRADO COMM equipment to function without risk of harm or damage to the Collocation Space, the building or any equipment or facilities of Embarq or any other occupant of the building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.
 - 90.1.1. If INTRADO COMM locates equipment or facilities in the Collocation Space which Embarq determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by Embarq in the building, Embarq reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary

air conditioning units or other environmental control devices made necessary solely by INTRADO COMM's equipment or facilities shall be paid by INTRADO COMM to Embarq. If supplementary air conditioning units or other environmental control devices are required for more than one INTRADO COMM each INTRADO COMM will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.

90.2. If Embarq, in the exercise of its reasonable business judgment, determines that the electricity provided to INTRADO COMM pursuant to this Section is insufficient to support the activity being carried on by the INTRADO COMM in the Collocation Space, Embarq may require the installation of additional electrical circuits to provide INTRADO COMM with additional electricity and INTRADO COMM shall reimburse Embarq for any expenses incurred in making such additional electrical circuits available to INTRADO COMM's Collocation Space. INTRADO COMM shall also pay for additional electricity provided via these circuits.

90.2.1. INTRADO COMM covenants and agrees that Embarq shall not be liable or responsible to INTRADO COMM for any loss, damage or expense which INTRADO COMM may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for INTRADO COMM's requirements.

90.2.2. INTRADO COMM agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the INTRADO COMM's equipment shall not exceed the requested capacity.

90.2.3. Central office power supplied by Embarq into the INTRADO COMM equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated INTRADO COMM equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of INTRADO COMM equipment. The termination location shall be as agreed by the Parties.

90.2.4. Embarq shall provide power as requested by INTRADO COMM to meet INTRADO COMM's need for placement of equipment, interconnection, or provision of service.

90.2.5. Embarq power equipment supporting INTRADO COMM's equipment shall:

- (a) Comply with applicable industry standards (e.g., Telcordia, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and

physical equipment layout or at minimum, at Parity with that provided for similar Embarq equipment;

- (b) Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for INTRADO COMM equipment, or, at minimum, at parity with that provided for similar Embarq equipment;
- (c) Provide, upon INTRADO COMM's request and at INTRADO COMM's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) INTRADO COMM traffic;
- (d) Provide central office ground, connected to a ground electrode located within the 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
- (f) Provide feeder cable capacity and quantity to support the ultimate equipment layout for INTRADO COMM's equipment in accordance with INTRADO COMM's collocation request.

90.2.6. Embarq shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;

90.2.7. Embarq shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

90.2.8. Embarq will provide INTRADO COMM with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to INTRADO COMM equipment located in Embarq facility. Embarq shall provide INTRADO COMM immediate notification by telephone of any emergency power activity that would impact INTRADO COMM's equipment.

90.3. Embarq shall provide fire protection systems in Embarq buildings and on Embarq premises as required by Federal and State regulatory rules and in full compliance with local ordinances. Embarq shall furnish fire or smoke detection systems designed to comply with the National Fire Protection Association (NFPA) Standards on Automatic Fire Detectors.

90.3.1. Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Embarq as required by applicable fire codes.

90.3.2. Embarq and Embarq's insurance carriers will perform regular inspections of fire protection systems, and INTRADO COMM hereby agrees to provide Embarq and Embarq's insurance carriers access to the

Collocation Space for purposes of such inspections, via pass key or otherwise. Embarq agrees to provide INTRADO COMM with notice of its intent to access INTRADO COMM's Collocation Space where, in Embarq's sole discretion, such notice is practicable; provided, however, that no failure of Embarq to give such notice will affect Embarq's right of access or impose any liability on Embarq. Embarq will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of INTRADO COMM, its employees, agents or invitees, in which case INTRADO COMM shall reimburse Embarq for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the INTRADO COMM shall, if at fault, and at Embarq's option, replace Halon or other fire extinguishing material discharged as a result of INTRADO COMM's act or omission. INTRADO COMM shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however, if INTRADO COMM is aware of damage to the fire protection systems it shall promptly notify Embarq.

90.3.3. INTRADO COMM is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Embarq is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the willful misconduct of Embarq, its officers, agents or employees.

90.4. Embarq shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, building and Premises, in a manner consistent with Embarq's normal business practices.

90.4.1. Embarq shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by INTRADO COMM. If Embarq shall fail to commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delay are not caused by INTRADO COMM, INTRADO COMM's sole right and remedy shall be, after further notice to Embarq, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

90.4.2. Embarq shall, where practical, provide INTRADO COMM with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Embarq shall have no obligation to provide such notice if Embarq determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the

Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Embarq. INTRADO COMM shall pay Embarq for overtime and for any other expenses incurred if such work is done during other than normal working hours at INTRADO COMM's request. INTRADO COMM shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

- 90.4.3. The cost of all repairs and maintenance performed by or on behalf of Embarq to the Collocation Space which are, in Embarq's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by INTRADO COMM or INTRADO COMM's employees, invitees or agents, shall be paid by INTRADO COMM to Embarq within ten (10) Days after being billed for the repairs and maintenance by Embarq.
- 90.5. Embarq shall provide INTRADO COMM with notice via email three (3) Business Days prior to those instances where Embarq or its subcontractors perform work which is known to be a service affecting activity. Embarq will inform INTRADO COMM by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Embarq learns that such outage has occurred.
- 90.6. Embarq reserves the right to stop any service when Embarq deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Embarq agrees to use its best efforts not to interfere with INTRADO COMM's use of Collocation Space. Embarq does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Embarq.
- 90.6.1. No such interruption of service shall be deemed an eviction or disturbance of INTRADO COMM's use of the Collocation Space or any part thereof, or render Embarq liable to INTRADO COMM for damages, by abatement of INTRADO COMM Fees or otherwise, except as set forth in the Tariff, or relieve INTRADO COMM from performance of its obligations under this Agreement. INTRADO COMM hereby waives and releases all other claims against Embarq for damages for interruption or stoppage of service.
- 90.7. For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, INTRADO COMM shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the building, common areas, Collocation Space and common cable space.
- 90.7.1. Embarq reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Embarq may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Embarq personnel, or on Sundays and

state and federal or other holidays recognized by Embarq, or, if INTRADO COMM's Collocation Space is not fully segregated from areas of the Premises containing Embarq equipment, shall be subject to such reasonable rules and regulations as Embarq may from time to time prescribe for its own employees and third party contractors.

90.7.2. Embarq reserves the right to require all persons entering or leaving the Premises during such hours as Embarq may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Embarq is not responsible and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises.

90.8. Embarq shall have access to INTRADO COMM's Physical Collocation Space at all times, via pass key or otherwise, to allow Embarq to react to emergencies, to maintain the space (not including INTRADO COMM's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Embarq, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of the INTRADO COMM's Collocation Space has been established, and if conditions permit, Embarq will provide INTRADO COMM with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing INTRADO COMM the option to be present at the time of access. INTRADO COMM shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

90.8.1. Embarq may enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Embarq deems necessary. INTRADO COMM hereby waives any claim for damage, injury, interference with INTRADO COMM's business, any loss of occupancy or quiet enjoyment of the Collocation Space, and any other loss occasioned by the exercise of Embarq's access rights, except in the event such damages result solely from the willful misconduct of Embarq.

90.8.2. Embarq may use any means Embarq may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Embarq by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of INTRADO COMM from the Collocation Space or any portion thereof.

91. INTRADO COMM'S OBLIGATIONS

- 91.1. INTRADO COMM shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. INTRADO COMM shall promptly notify Embarq of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation Space). INTRADO COMM shall provide regular janitorial service to its Collocation Space and keep the Collocation Space clean and trash free.
- 91.2. INTRADO COMM agrees to abide by all of Embarq's security practices for non-Embarq employees with access to the building, including, without limitation:
 - 91.2.1. INTRADO COMM must obtain non-employee photo identification cards for each INTRADO COMM employee or vendor. Temporary identification cards may otherwise be provided by Embarq for employees or agents, contractors and invitees of INTRADO COMM who may require occasional access to the Collocation Space.
 - 91.2.2. INTRADO COMM will supply to Embarq the completed access form for employees or approved vendors who require access to the Premises. Embarq may reasonably deny access to any person into the building. Embarq's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Embarq. Embarq may issue security cards, codes, or keys to INTRADO COMM's listed employees or vendors where such systems are available and their use by INTRADO COMM will not otherwise compromise building security. The rate for the issuance of security cards is listed on Table Two.
 - 91.2.3. INTRADO COMM is responsible for returning identification and security cards, codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. INTRADO COMM will reimburse Embarq actual costs due to unreturned or replacement cards, codes, or keys.
 - 91.2.4. In the event that a key is lost, INTRADO COMM is responsible for costs associated with recoring locks and reissuing keys to Embarq and other parties authorized to access the Premise.
 - 91.2.5. INTRADO COMM's employees, agents, invitees and vendors must display identification cards at all times.
 - 91.2.6. INTRADO COMM will assist Embarq in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.

- 91.2.7. Removal of all furniture, equipment or similar articles will be based on local Embarq security practices. These security practices will not be more stringent for INTRADO COMM than Embarq requires for its own employees or Embarq's contractors.
- 91.2.8. Before leaving the Collocation Space unattended, INTRADO COMM shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Embarq or any other party with equipment in the Building resulting from INTRADO COMM's failure to do so shall be the responsibility of INTRADO COMM. INTRADO COMM will defend and indemnify Embarq from and against any claim by any person or entity resulting in whole or in part from INTRADO COMM's failure to comply with this Section.
- 91.2.9. INTRADO COMM agrees that Embarq may provide a security escort for physical collocation, at no cost or undue delay to INTRADO COMM, to INTRADO COMM personnel while on Embarq Premises. While such escort shall not be a requirement to INTRADO COMM's entry into the Building, INTRADO COMM must allow the security escort to accompany INTRADO COMM personnel at all times and in all areas of the Building, including the Collocation Space, if so requested.
- 91.2.10. INTRADO COMM shall post in a prominent location visible from the common building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Embarq. INTRADO COMM shall promptly update this information as changes occur.
- 91.3. INTRADO COMM will provide Embarq with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Embarq equipment located in INTRADO COMM facility. INTRADO COMM shall provide Embarq immediate notification by telephone of any emergency power activity that would impact Embarq equipment.
- 91.4. INTRADO COMM shall not provision and/or install Uninterruptible Power Supply ("UPS") systems within the Embarq premises. INTRADO COMM is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 91.5. INTRADO COMM shall not place Electro-Chemical Storage Batteries of any type inside the Collocation Space.
- 91.6. INTRADO COMM shall provide Embarq with written notice three (3) Business Days prior to those instances where INTRADO COMM or its subcontractors perform work, which is to be a known service affecting activity. INTRADO COMM will inform Embarq by e-mail of any unplanned service outages. The

Parties will then agree upon a plan to manage the outage so as to minimize End User interruption. Notification of any unplanned service outage shall be made as soon as practicable after INTRADO COMM learns that such outage has occurred so that Embarq can take any action required to monitor or protect its service.

- 91.7. INTRADO COMM may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by INTRADO COMM and at INTRADO COMM's expense, Embarq will provide basic telephone service with a connection jack in the Collocation Space.
- 91.8. INTRADO COMM shall, with the prior written consent of Embarq, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that INTRADO COMM may not install or use sprinklers or carbon dioxide fire suppression systems within the building or the Collocation Space.
 - 91.8.1. If any governmental bureau, department or organization or Embarq's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the building in which the Collocation Space of INTRADO COMMs in general are located, such changes, modifications, or additions shall be made by Embarq and INTRADO COMM shall reimburse Embarq for the cost thereof in the same proportion as the size of the INTRADO COMM's Collocation Space as compared to the total available collocation space in the affected portion of the building.
- 91.9. INTRADO COMM shall identify and shall notify Embarq in writing of any Hazardous Materials INTRADO COMM may bring onto the Premises, and will provide Embarq copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 USC 11001, *et seq.*). INTRADO COMM, its agents and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. INTRADO COMM will promptly notify Embarq of any releases of Hazardous Materials and will copy Embarq on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.
 - 91.9.1. INTRADO COMM shall provide Embarq copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 CFR 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 CFR 1910.1200 and applicable state regulations if such regulations are more stringent.

91.9.2. If Embarq discovers that INTRADO COMM has brought onto Embarq's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Embarq may, at Embarq's option and without penalty, terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. INTRADO COMM shall be responsible for, without cost to Embarq, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. INTRADO COMM shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Embarq elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, INTRADO COMM shall have no recourse against Embarq and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Embarq for defaults under this Agreement.

91.9.3. INTRADO COMM shall indemnify and hold harmless Embarq, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Embarq or asserted against Embarq by any other party or parties (including, without limitation, Embarq's employees and/or contractors and any governmental entity) arising out of, or in connection with, INTRADO COMM's use, storage or disposal of Hazardous Materials.

91.9.4. For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 USC Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 USC Section 2601, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

91.10. INTRADO COMM shall not do or permit anything to be done upon the Collocation Space, or bring or keep anything thereon which is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar

authority having jurisdiction over the building. INTRADO COMM shall not do or permit anything to be done upon the Collocation Space which may in any way create a nuisance, disturb, endanger, or otherwise interfere with the Telecommunications Services of Embarq, any other occupant of the building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Premises.

91.10.1. INTRADO COMM shall not exceed the Uniformly Distributed Live Load Capacity. Embarq shall evaluate and determine Live Load Capacity rating on a site specific basis prior to equipment installation. INTRADO COMM agrees to provide Embarq with equipment profile information prior to installation authorization.

91.10.2. INTRADO COMM shall not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the building, or on the Collocation Space, without the prior written consent of Embarq.

91.10.3. INTRADO COMM shall not use the name of the building or Embarq for any purpose other than that of the business address of INTRADO COMM, or use any picture or likeness of the building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Embarq.

91.10.4. INTRADO COMM shall not exhibit, sell or offer for sale, rent or exchange in the Collocation Space or on the Premises any article, thing or service except those ordinarily embraced within the use of the Collocation Space specified in Sections 3 and 11 of this Agreement without the prior written consent of Embarq.

91.10.5. INTRADO COMM shall not place anything or allow anything to be placed near the glass of any door, partition or window which Embarq determines is unsightly from outside the Collocation Space; take or permit to be taken in or out of other entrances of the building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. INTRADO COMM shall lend its full cooperation to keep such areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the building.

91.10.6. INTRADO COMM shall not, without the prior written consent of Embarq install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Embarq may, in its sole discretion, withhold such

consent, or impose any condition in granting it, and revoke its consent at will.

- 91.10.7. INTRADO COMM shall not use the Collocation Space for housing, lodging or sleeping purposes.
- 91.10.8. INTRADO COMM shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.
- 91.10.9. INTRADO COMM shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.
- 91.11. INTRADO COMM, its employees, agents, contractors, and business invitees shall:
 - 91.11.1. comply with all rules and regulations which Embarq may from time to time adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the building, the Premises and the Collocation Space and its tenants and occupants, and
 - 91.11.2. comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.
- 91.12. INTRADO COMM shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Embarq and securing the prior written consent of Embarq in each instance. Embarq's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of INTRADO COMM.
 - 91.12.1. All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Embarq's transaction of business. INTRADO COMM shall permit Embarq to inspect all construction operations within the Collocation Space.
 - 91.12.2. All installations, alterations and additions which take the form of fixtures, except trade fixtures, placed in the Collocation Space by and at the expense of INTRADO COMM or others shall become the property of Embarq, and shall remain upon and be surrendered with the

Collocation Space. Upon termination of this Agreement, however, Embarq shall have the right to require INTRADO COMM to remove such fixtures and installations, alterations or additions at INTRADO COMM's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

91.12.3. All fixtures and other equipment to be used by INTRADO COMM in, about or upon the Collocation Space shall be subject to the prior written approval of Embarq, which shall not be unreasonably withheld.

91.13. Fireproofing Policy. INTRADO COMM shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Embarq. If INTRADO COMM desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of INTRADO COMM. Embarq shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Embarq's fireproofing policy, any penetrations by INTRADO COMM, whether in the Collocation Space, the building or otherwise, shall be sealed as quickly as possible by INTRADO COMM with Embarq-approved fire barrier sealants, or by Embarq at INTRADO COMM's cost.

91.14. Equipment Grounding. INTRADO COMM equipment shall be connected to Embarq's grounding system.

91.15. Representations and Warranties. INTRADO COMM hereby represents and warrants that the information provided to Embarq in any Application or other documentation relative to INTRADO COMM's request for telecommunications facility interconnection and Central Office building collocation as contemplated in this Agreement is and shall be true and correct, and that INTRADO COMM has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

92. BUILDING RIGHTS

92.1. Embarq may, without notice to INTRADO COMM:

92.1.1. Change the name or street address of the Premises;

92.1.2. Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;

- 92.1.3. Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;
 - 92.1.4. Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding INTRADO COMM's safes;
 - 92.1.5. Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs;
 - 92.1.6. Approve the weight, size and location of safes, computers and all other heavy articles in and about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Embarq shall direct and in all events at INTRADO COMM's sole risk and responsibility;
 - 92.1.7. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities. Embarq shall limit inconvenience or annoyance to INTRADO COMM as reasonably possible under the circumstances;
 - 92.1.8. Do or permit to be done any work in or about the Collocation Space or the Premises or any adjacent or nearby building, land, street or alley;
 - 92.1.9. Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude INTRADO COMM from the use expressly permitted by this Agreement, unless Embarq exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;
 - 92.1.10. Close the Building at such reasonable times as Embarq may determine, under such reasonable regulations as shall be prescribed from time to time by Embarq subject to INTRADO COMM's right to access.
- 92.2. If the owner of the Building or Embarq sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Embarq's performance under this Agreement shall be excused to the extent of the inconsistency. Embarq hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no

way obligate Embarq to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

- 92.3. This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and INTRADO COMM agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

93. INDEMNIFICATION

93.1. Intentionally Omitted.

93.2. Intentionally Omitted.

- 93.3. INTRADO COMM shall at all times indemnify, defend, save and hold harmless Embarq from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of INTRADO COMM, or out of any work performed, material furnished, or obligations incurred by INTRADO COMM in, upon or otherwise in connection with the Collocation Space. INTRADO COMM shall give Embarq written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford Embarq the opportunity of filing appropriate notices of non-responsibility. However, failure by Embarq to give notice does not reduce INTRADO COMM's liability under this Section.

93.3.1. If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, INTRADO COMM shall give Embarq written notice thereof as soon as INTRADO COMM obtains such knowledge.

93.3.2. INTRADO COMM shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Embarq, at the cost and for the account of INTRADO COMM, from obtaining such discharge and release if INTRADO COMM fails or refuses to do the same within the thirty-day period.

93.3.3. If INTRADO COMM has first discharged the lien as provided by law, INTRADO COMM may, at INTRADO COMM's expense, contest any mechanic's lien in any manner permitted by law.

94. PARTIAL DESTRUCTION

- 94.1. If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Embarq may, at its option, restore the Collocation Space to its previous condition. INTRADO COMM's rights to the applicable Collocation Space shall not terminate unless, within ninety (90) Days after the occurrence of

such casualty, Embarq notifies INTRADO COMM of its election to terminate INTRADO COMM's rights to the applicable Collocation Space. If Embarq does not elect to terminate INTRADO COMM's rights to the applicable Collocation Space, Embarq shall repair the damage to the Collocation Space caused by such casualty.

- 94.2. Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of INTRADO COMM, its agents, employees, contractors, CLECs, End Users or business invitees, unless Embarq otherwise elects, the INTRADO COMM's rights to the applicable Collocation Space shall not terminate, and, if Embarq elects to make such repairs, INTRADO COMM shall reimburse Embarq for the cost of such repairs, or INTRADO COMM shall repair such damage, including damage to the building and the area surrounding it, and the License Fee shall not abate.
- 94.3. If the building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Embarq may, at its election within ninety (90) Days of such casualty, terminate INTRADO COMM's rights to the applicable Collocation Space by giving written notice of its intent to terminate INTRADO COMM's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective thirty (30) Days after the date of the notice.

95. EMINENT DOMAIN

- 95.1. If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, INTRADO COMM's rights to the applicable Collocation Space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, Embarq shall have the right to terminate INTRADO COMM's rights to the applicable Collocation Space upon not less than 30 Days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Embarq to INTRADO COMM for such cancellation, and the INTRADO COMM shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

96. BANKRUPTCY

- 96.1. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against INTRADO COMM, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare INTRADO COMM insolvent or unable to pay INTRADO COMM's debts, or INTRADO COMM makes an assignment for the benefit of its creditors,

or a trustee or receiver is appointed for INTRADO COMM or for the major part of INTRADO COMM's property, Embarq may, if Embarq so elects but not otherwise, and with notice of such election or other action by Embarq, forthwith terminate this Agreement.

97. ASBESTOS

97.1. INTRADO COMM is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and INTRADO COMM is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). INTRADO COMM agrees that it is responsible for contacting the appropriate Embarq manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that INTRADO COMM's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. INTRADO COMM shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from INTRADO COMM's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Embarq. Embarq agrees to provide INTRADO COMM reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect INTRADO COMM's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Embarq will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Embarq Premises.

98. MISCELLANEOUS

- 98.1. INTRADO COMM covenants to pay, hold harmless and indemnify Embarq from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Agreement or the negotiation thereof.
- 98.2. Submission of this instrument for examination or signature by Embarq does not constitute a reservation of or option for license and it is not effective, as a license or otherwise, until execution and delivery by both Embarq and INTRADO COMM.
- 98.3. Neither Embarq nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by INTRADO COMM by implication or otherwise unless expressly set forth herein.

98.4. In the event of work stoppages, Embarq may establish separate entrances for use by personnel of INTRADO COMM. INTRADO COMM shall comply with any emergency operating procedures established by Embarq to deal with work stoppages.

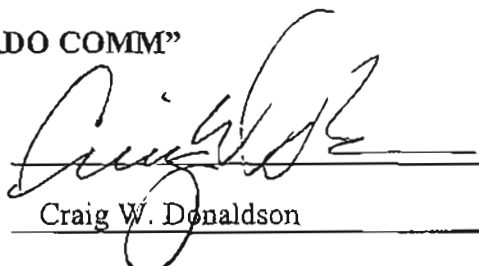
98.5. The individuals executing this Agreement on behalf of INTRADO COMM represent and warrant to Embarq they are fully authorized and legally capable of executing this Agreement on behalf of INTRADO COMM.

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

"INTRADO COMM"

"Embarq"

By:



By:

Name :

Craig W. Donaldson

Name:

William E. Cheek

Title:

Sr. VP-Regulatory and Gov't
Affairs

Title:

President Wholesale Markets

Date:

10/27/08

Date:

- 98.4. In the event of work stoppages, Embarrq may establish separate entrances for use by personnel of INTRADO COMM. INTRADO COMM shall comply with any emergency operating procedures established by Embarrq to deal with work stoppages.
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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and accepted by its duly authorized representatives.

"INTRADO COMM"

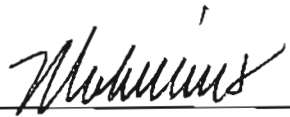
By: _____

Name : Craig W. Donaldson

Title: Senior Vice President, Regulatory & Government Affairs, Regulatory Counsel

Date: _____

"Embarrq"

By: 

Name: Michael R. Hunsucker

Title: Director – Contract Management

Date: 2-6-09

APPENDIX A
**Non-251(c) Terms for Intrado Comm's Wireline E911 Services
and Inter-Selective Routing between the Parties**

1. INTER-SELECTIVE ROUTING TRUNKING AND ALI STEERING

- 1.1 Two way trunks shall be utilized if the Parties deploy E9-1-1 inter-Selective Router/E911 Tandem trunking configurations. These trunk configurations shall be dependent upon the Embarq E9-1-1 Selective Router capabilities. E9-1-1 inter-Selective Router trunking shall allow the transfer of E9-1-1 calls between PSAPs subtending on each Party's respective E9-1-1 network in adjacent counties.
- 1.2 The Parties will work together to jointly engineer and establish technically feasible, efficient and mutually agreeable trunks from INTRADO COMM's E911 routing network for PSAP call transfers from INTRADO COMM's subtending PSAPs to Embarq subtending PSAPs.
- 1.3 The Parties will work together to jointly engineer and establish technically feasible, efficient and mutually agreeable trunks from the Embarq SR for PSAP call transfers from Embarq subtending PSAPs to INTRADO COMM subtending PSAPs.
- 1.4 The configuration of these inter-Selective Router trunk groups shall be designed to support the existing E911 generic of the Embarq Selective Router tandem. The Parties will notify each other in advance of any upgrades to their Selective Routers that would require or enable a different trunking configuration to support inter-Selective Router tandem transfer.
- 1.5 Intentionally Omitted.
- 1.6 Intentionally Omitted.
- 1.7 Where technically capable, each Party will establish and maintain appropriate Selective Routing database updates and/or trunk routing translations as necessary to support inter-tandem E9-1-1 PSAP call transfer capability requested by the 911 Authority.
- 1.8 Intentionally Omitted.
- 1.9 The Parties will maintain appropriate dial plans to support inter-Selective Router tandem transfer and each Party shall notify the other of changes, additions, or deletions to their respective inter-Selective Router dial plans.
- 1.10 Party will be responsible for alarming and monitoring their respective originating E911 inter-Selective Routing trunks. Each Party shall notify the other of any service outages on their respective inter-Selective Routing trunk(s), and work cooperatively to restore service.

- 1.11 The Parties shall load pANI Shell Records and update ALI steering tables in both the Embarq and INTRADO COMM ALI databases to support PSAP-to-PSAP call transfer with ALI for dynamic ALI type calls (e.g. wireless and nomadic VoIP calls).
- 1.12 Embarq will only be required to transfer ALI between selective routers serving PSAP End Users to the extent that: (a) Embarq deploys this functionality in its own network, (b) INTRADO COMM agrees to compensate Embarq for ALI transfer functionality, or (c) the Parties come to a mutual agreement on ALI transferability between PSAPs.

2. INTERCONNECTION OF THE EMBARQ NETWORK TO INTRADO COMM'S INTELLIGENT EMERGENCY NETWORK

- 2.1 One-way trunks shall be utilized for Local Interconnection of Embarq's network to INTRADO COMM'S network for the purpose of emergency call routing applications where INTRADO COMM serves as the E911 Service provider.
- 2.2 In geographic areas in which INTRADO COMM has been designated as the E911 Selective Routing provider, Embarq will establish a POI at INTRADO COMM's E911 Tandem/Selective Router. Embarq is not required to utilize direct end office trunking to INTRADO COMM's Selective Router in conjunction with class marking / line attribute routing, provided however, that Embarq will provide end office direct trunking to INTRADO COMM's network for the purpose of delivery of 911 Service and E911 Service traffic from Embarq's End-Users' emergency calls to PSAPs (End-Users) served by INTRADO COMM's Selective Routing system where Embarq's end office is entirely served by a single PSAP.
- 2.3 Embarq may aggregate and/or transport traffic from its chosen location to a POI on the INTRADO COMM network.
- 2.4 The Parties shall deploy their networks in a geographically diverse and redundant manner to the extent required to maintain any government-mandated grade of service.
- 2.5 Embarq will order DS1 and DS0 terminations to INTRADO COMM's E911 network in accordance with INTRADO COMM's Pricing Schedule attached to the Agreement.

Embarq may engineer terminations such that terminations may be aggregated in an efficient manner, but will not selectively route the end office traffic before termination to the INTRADO COMM Network, unless in accordance with split rate area exceptions noted in Section 2.7 where Embarq's end office is entirely served by a single PSAP.

- 2.6 Intentionally omitted.

- 2.7 Embarq shall utilize Signaling System 7 (SS7) signaling protocol for DSO terminations to INTRADO COMM's network, where Embarq has SS7 deployed.
- 2.8 Embarq shall not deliver its End-Users' 911 Service or E911 Service calls originating outside of INTRADO COMM's E9-1-1 serving area to INTRADO COMM's network except as noted below.
 - (a) Split Wire Center Call Delivery Exception – Where Embarq does not segregate its End-Users' 911 Service or E911 Service call traffic associated with a Wire Center and where a Wire Center serves End-Users both within and outside of the INTRADO COMM's network serving area, Embarq shall work cooperatively with INTRADO COMM, other PSAP service providers, and the affected E911 Authorities (i) to establish call routing and/or call handoff arrangements, (ii) to establish which E9-1-1 Service provider will serve as the "Primary" Selective Routing provider for direct trunking from the split Wire Center, and (iii) to establish which E91-1 service provider will serve as the "Secondary" Selective Routing provider receiving a call hand-off from the Primary Selective Routing provider.
 - (b) Split Wire Center "Partially Deployed" 911 Exception – Where Embarq does not segregate its End User 911 Service or E911 Service call traffic associated with a specific Wire Center and where the Wire Center serves End-Users that are within INTRADO COMM's network serving area and E911 Authorities that have not deployed 911 Services or E911 Services, 911 Service or E911 Service call traffic for the entire End Office shall be delivered to INTRADO COMM for call delivery to the appropriate PSAP.

3. **INTRADO COMM ORDERING PROCESSES**

- 3.1 Where Embarq is ordering interconnection to INTRADO COMM's network, Embarq will follow INTRADO COMM's INTRADO ordering processes as posted on the INTRADO COMM website.
- 3.2 The ordering processes initially posted on INTRADO COMM's website, and thereafter any changes to such processes, shall be subject to mutual agreement of the Parties and shall be consistent with existing industry standards, where applicable, and Rule 4901:1-7-22(C), O.A.C.

4. **BASIC 911 AND E911 DATABASE REQUIREMENTS IN GEOGRAPHIC AREAS WHERE INTRADO COMM HAS BEEN DESIGNATED AS THE PRIMARY 911 SERVICE AND E911 SERVICE PROVIDER BY THE E911 AUTHORITY AND MANAGES THE 911/E911 DATABASE.**

- 4.1 The ALI database shall be managed and exclusively owned by INTRADO COMM. The subscriber data provided by Embarq is owned by Embarq.
- 4.2 To the extent allowed by the E911 Authority, and where available, INTRADO COMM shall provide an initial MSAG load and daily updates to Embarq for use in

submitting MSAG valid End-User record information to INTRADO COMM. The information shall be provided in a mutually agreed medium in a format compliant with NENA recommendations.

- 4.3 Embarq shall be solely responsible for providing Embarq database records to INTRADO COMM for inclusion in INTRADO COMM's Selective Router or ALI database on a timely basis.
- 4.4 INTRADO COMM and Embarq shall arrange for the automated input and periodic updating of the E911 database information related to Embarq End-Users. INTRADO COMM shall work cooperatively with Embarq to ensure the accuracy of the data transfer by verifying it against the MSAG. INTRADO COMM shall accept and submit electronically transmitted files that conform to a mutually agreeable NENA format.
- 4.5 Embarq shall assign an E911 database coordinator charged with the responsibility of forwarding Embarq End-User ALI record information or SOI to INTRADO COMM or via a third-party entity, charged with the responsibility of ALI record transfer. Embarq assumes all responsibility for the accuracy of the data that Embarq provides to INTRADO COMM.
- 4.6 Embarq shall provide information on new End-Users to INTRADO COMM within one (1) business day of the order completion. INTRADO COMM shall update the database within two (2) Business Days of receiving the data from Embarq. If INTRADO COMM detects an error in the Embarq provided data, the data shall be returned to Embarq within two (2) Business Days from when it was provided to INTRADO COMM. Embarq shall respond to requests from INTRADO COMM to make corrections to database record errors by uploading corrected SOI records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 4.7 INTRADO COMM agrees to treat all data on Embarq End-Users provided under this Agreement as confidential in accordance with CPNI rules and to use data on Embarq End-Users only for the purpose of providing E911 Services. In accordance with CPNI rules, INTRADO COMM may also use such End-User data to provide "Emergency Services," "Emergency Notification Services," and "Emergency Support Services" as those terms are defined in the Wireless Communications and Public Safety Act of 1999.

APPENDIX B
Non-251(c) Terms for Call Related Databases and Transit Traffic

1. CALL-RELATED DATABASES

- 1.1 Call-related databases under this Part I excludes E911 databases. Embarq will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database, Number Portability database, and Calling Name (CNAM) database. Embarq reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are set forth on Table One.
- 1.1.1 The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling party's name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Embarq's CNAM Database by INTRADO COMM and INTRADO COMM's End User is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. INTRADO COMM will not capture, cache, or store any information contained in a CNAM response.
- 1.1.2 The Toll Free Number Database provides functionality necessary for toll free (*e.g.*, 800 and 888) number services by providing routing information and additional vertical features (*i.e.*, time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from INTRADO COMM's switch. Use of Embarq's Toll Free Database by INTRADO COMM and its End User is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.
- 1.1.3 Local Number Portability Local Routing Query Service. TCAP messages originated by INTRADO COMM's SSPs and received by Embarq's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to INTRADO COMM so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN.
- (a) INTRADO COMM agrees to obtain, prior to the initiation of any LNP query, a NPAC/SMS User Agreement with Neustar. INTRADO COMM will maintain the NPAC/SMS User Agreement with Neustar, or its successor, as long as it continues to make LNP queries to the Embarq database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. Embarq shall not be liable for any direct or consequential damages

due to termination because of lack of a NPAC/SMS User Agreement.

- (b) Embarq's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against INTRADO COMM as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Embarq shall have no liability to INTRADO COMM or the NPAC for any of these fees or charges applicable to INTRADO COMM, even though it may pay such charges for other Embarq companies.

2. TRANSIT TRAFFIC

- 2.1 Transit Service (non-251 service) means the delivery of Transit Traffic, i.e. Local Traffic or ISP-Bound Traffic originated by INTRADO COMM terminated to a third party LEC, ILEC, or CMRS provider or originated by a third party and terminated to INTRADO COMM using Embarq's tandem switch over the local/intraLATA interconnection trunks.
- 2.2 To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, and where indirectly interconnected parties have an interconnection to the same Embarq tandem, Embarq will provide Transit Services for INTRADO COMM's connection of its End User to a local End User of: (1) INTRADO COMMs, (2) an ILEC other than Embarq, and (3) other CMRS carriers.
- 2.3 Embarq may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.
- 2.4 Terms and Conditions
 - 2.4.1 Each Party acknowledges that a third-party LEC may block transit traffic. To the extent the originated Party's traffic is blocked by a third party, Embarq shall have no obligation to resolve the dispute. INTRADO COMM acknowledges that Embarq does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, INTRADO COMM, or CMRS provider for the exchange of transit traffic to that third party.
 - 2.4.2 Notwithstanding any other provision to the contrary, once the Transit Traffic volume between INTRADO COMM and a third party exceeds a DS1 equivalent of traffic, Embarq will no longer provide transit service and INTRADO COMM must establish a direct interconnection with the

third party for the exchange of such traffic. Within sixty (60) Days of when traffic exceeds this threshold, INTRADO COMM shall establish a direct interconnection with such third party. After sixty (60) Days, if INTRADO COMM has not established a direct interconnection and if INTRADO COMM is exercising its best efforts to implement a direct connection with such third party, Embarq shall continue to transit the traffic. If Embarq disagrees that INTRADO COMM is using its best efforts to implement a direct connection, Embarq may seek relief pursuant to the Dispute Resolution provisions.

2.5 Payment Terms and Conditions

2.5.1 The originating Party shall pay to Embarq a transit service charge as set forth in Table One.

2.5.2 INTRADO COMM shall pay a transit rate as set forth in Table One of this Part when INTRADO COMM uses an Embarq access tandem to terminate a local or ISP-bound call to a third party LEC, INTRADO COMM or CMRS provider. INTRADO COMM may be required to compensate Embarq for transit charges for traffic originated by an ILEC, transited by Embarq and terminated to INTRADO COMM.

2.6 Billing Records and Exchange of Data

2.6.1 Parties will use their best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.

2.6.2 Upon request by the terminating Party and to the extent possible, Embarq agrees to provide the terminating Party information on traffic originated by a third party INTRADO COMM or CMRS provider. To the extent Embarq incurs additional cost in providing this billing information, INTRADO COMM agrees to reimburse Embarq for its direct costs of providing this information.

2.6.3 To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

2.7 Notwithstanding any other provision to the contrary, once the Transit Traffic volume between INTRADO COMM and a third party exceeds the equivalent of three (3) DS1s of traffic, Embarq may, but shall not be obligated to require INTRADO COMM to establish a direct connection with the parties to whom they are sending traffic. Embarq also reserves the right to require INTRADO COMM to establish a direct connection to the third party if, in Embarq's sole discretion, the tandem is at or approaching capacity limitations. These limitations may

include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing tandem and network configuration. Within sixty (60) Days after Embarq notifies INTRADO COMM of the requirement to direct connect, INTRADO COMM shall establish a direct interconnection with such third party. After sixty (60) Days, if INTRADO COMM has not established a direct interconnection, Embarq may thereafter charge INTRADO COMM for such transit service at Intrastate Access rates, or discontinue providing transit service to INTRADO COMM, at the sole discretion of Embarq, provided however, that Embarq shall exercise such discretion in a non-discriminatory manner.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

2/17/2009 2:27:37 PM

in

Case No(s). 09-0113-TP-NAG, 90-5041-TP-TRF

Summary: Application of United Telephone Company of Ohio d/b/a Embarq for approval of a negotiated agreement with Intrado Communications, Inc. (Part 2 of 2) electronically filed by Sonya I Summers on behalf of United Telephone Company of Ohio d/b/a Embarq