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THE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of the Application of Verizon
North Inc. f/k/a GTE North Incorporated for the
Approval of a Negotiated Agreement with Case No. 02 - 6 /r--P-OAQ
NTELOS Wireless Inc. Under Section 2^52 of the)
Telecommunications Act of 1996.

VERIZON NORTH INC. f/k/a GTE NORTH INCORPORATED AND
NTELOS WIRELESS INC. APPLICATION FOR APPROVAL
OF AN AGREEMENT
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

Verizon North Inc., f/k/a GTE North Incorporated (Verizon") hereby files the
attached Interconnection Agreement ("the Agreement") between Verizon and NTELOS
Wireless Inc. (NTELOS) (Verizon and NTELOS being referred to collectively as the

"Parties" and individually as a "Party") for review and approval by the Public
Utilities

Commission of Ohio ("Commission") pursuant to the provisions of Section 252 (e)
of the

Telecommunications Act of 1996 ("the Act"). This filing is being made pursuant
to the Act

and in accordance with part VI.A. of the Commission's Entry in Case No.
96-463-TP-UNC

dated July 18, 1996

The Agreement has been arrived at through negotiations between the parties as
contemplated by Section 252 (a) (1) of the Act.

As contemplated by Section 252 (e) (2) (A), the Agreement does not discriminate
against another telecommunications carrier, nor will implementation of the
Agreement be

inconsistent with the public interest, convenience and necessity.

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In accordance with Section 252 (e) (4) of the Act, the Agreement will be deemed
approved if the Commission does not act to approve or reject the Agreement within

days from the date of this Application.

WHEREFORE, VERIZON respectfully requests that the Commission approve the Agreement as soon as possible.

Respectfully submitted,

VERIZON NORTH INC. f/k/a
GTE NORTH INCORPORATED

By: a
WILLIAM H. KEATING
(OHIO REG. NO. 0020900)
5994 Whitecraigs CT.
Dublin, OH 43017
Telephone: 614-799-1312
Trial Attorney for Verizon North Inc.
f/k/a GTE North Incorporated

PUBLIC UTILITIES COMMISSION OF OHIO
LOCAL EXCHANGE CARRIER
REGISTRATION FORM
EFFECTIVE July 15, 1997

In Sir of the Application of Tel:izOrl Uorth Inc.)
:or- Approval of an An 'Cat, n Cat, n Cas cNo. -TP - nGA
V,2riza and N=S WiGe

Name of Registrant(s) ilpri ... Nnrt-h Tr
Address of Registrant(s) 100 Executive Drive, Marion. Ohio 43302 -
Contact Person(s) William Keat-ing (Phone- 614-799-1312 -j=tj14-799-157
Date TRF Docket No. -TP -TRF
Motion for protective order included with filing? C1 Yes,39 No
Request for waiver(s) included with filing? Q Yesld No

N10M- This form must accompany all applications filed by NECs- ILECs; should utilize the appropriate form bas@t or@ each rLEC5 currently applicable regulatory framework. However, an ILEC must use this form if it has been granted tariff filing; putty pursuant to Section VLI- of the guidelines established in Caw No. 95-845-TP-COI; or if the ILEC is filing an ARB or NAG case Pursuant to the guidelines established in Case No. 96-463-TP-EINC It is preferable age to I ine different types of filings, but it you do so, you must file under the process with the jongn applicable review period.

1. Indicate the reason for subntitting this form (check only one).
0 1. (AAC) Application to Amend Certificate to expand Serving Area (30-day approval, 7 copies)
0 2. (ABN) Abandonment of all Services 01CI automatic, 10 copies)
0 3. (ACE) New Operating Authority (60-day approval, 7 copies)
:1 4. (ACO) Application to Change Ownership (30-day approval, 10 copies)
Q 5. (ACN) Application to Caiange Name (3"ay approval, 10 copies)
-1 6. (AEC) Application to Establish, Revise, or Cancel a Contract (30-day approval, 7 copies)
C1 End User LI Carrier-to-Carner Contract Amendment to a rx agreement approved in a NAG c r ARB case
D 7. (AMT) Merger = automatic, 10 copies)
ZI 8. (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 15 copies)
--1 9. (ATA) Application for Tariff Amendment (Automatic timeframes vary with type of ATA filing - ;ee below)
a.0 New End User Service which has been preceded by a 30-day prefiling with Staff and OCC.'0-day filing.

10 copies)

^b.^Q New ^Carrier-to-Carrier Service which has been preceded by a ^30-day
^prefiling with Staff was ^CCC ^0-day
filing^, 10 copies)

^c.^0 Change in Terms and Conditions ^30-day approval^, 10 copies)

ci^@^0 ^Withdrawal of Service ^30-day approval^, 10 copies)

^e.^0 Filing at Staff's Direction ^30-day approval, 10 copies)

^f.^0 Initial ^Carrier-to-Carrier Services Tariff subsequent to ACE approval
^(60-day approval^, ^10 c^opies)

^0 10. (AT^C) Application to Transfer Certificate ^QJOLautontatic, 7 copies)

^Q 11. ^ATR Application to ^Cormiuct a Transaction Between Utilities ^=
automatic, 10 copies)

(NAG) Negotiated Interconnection Agreement Between Carriers ^0-day effective,
^90-day approval. 1^5 copies)

13. ^UNC) Unclassified (explain) automatic, 1^5 copies)

^U 14. Other (explain) (NOT ^autorruitic, 15 copies)

THE ^FOLLOWIING ARE TR^F FILINGS ONLY, NOT NEW CASES (0^day notice, 3 copies)

:1 15. Introduction or Extension of Promotional Offering

^rzi 16. New Price List Rate for Existing Service

^Q 17. Designation of Registrant's Process ^Agent(s)

'-) 1^8. Update to Registrant's Maps

II. Indicate which of the following exhibits have been filed. The numbers
(corresponding to the list above) indicate,
it a minimum, the types of ^cases in which the exhibit is required:

July 15, 1997 page 1 of 3

QA ^Copy a ^m-,istr@t's proposed ^tArLffs. ^Carrier-to-Carrier resale tariff
also required it ^facilities-based) (3)

^D^Staternerit ailing that the registrant has notified the Ohio Department of
Taxation of its intent to conduct

operations a., a te^lephone ^utility in the State of Ohio. (3)

JList of ^0,arnei, addresses, and phone numbers of officers and directors, or
partners. (3^4,7,10)

^Snef ^descrip, ion of ^service(s) proposed. (3)

^EApIartation ^)f whether applicant intends to provide ^Q resold services, ^Q

^facilities-based seances, or ^0 both resold

^andfacilities-basedservices. (3)

^DExplanation is to whether NEC currently offers ^D(C services under separate
CT^S authority, and whether it win be

^includingthc,seserv,iceswithinititsNECElingrmdntairtingsuchlXCservicesunderasepar
ateaffirLate. (3)

^Q^Explanationof how the proposed services in the proposed market area axe in the
public interest. (3)

^0Description ^c-f the proposed market area. (3)

^QDescription ^c-f the class of customers (eg., residence, ^bumness) that the
applicant intends to serve. (3)

^0Documentation attesting t^o the applicant's financial viability, ^mcluding, at
a minimum, a pro forma income statement

and a ^badanv! sheet. If the pro formit income statement is based upon a certain
geographical area(\$) or information in

^otherjurisdictionorks, please ind^icate. (3)

^UDocumentation attesting to the applicant's technical expe^@ relative to the
proposed service ^offering(s) a^nd

proposed service area. (3)

^0Explanation of the applicant's ^mariagerial ^expeFtise relative to the proposed
service ^offering(s) and proposed service

area. ^3)

12 ^Documentatim indicating the applicant's corporate structure and ^ownexslup.
(3)

^0^Informaftort regarding any similar operations in other states. (3)

^C3 ^Verificittian that the applicant will maintain local telephony records
separate a^nd apart from any other accounting

records in ^ameridice with the ^USCA- ^3)

^Venfica" of compliance with any affiliate ^trartsaction requirements. (3^)
 ^Letters requesting negotiation pursuant to Sections 251 and 252 of the
 Telecommunications Act of 1996 and a
 proposed ^ti=ebne for ^consh-uction, interconnection^, and offering of services
 to end ^users. (3^, 8, 10)
 ^Copy of superseded tariff ^sheet(s) _price ^list(s), if applicable, marked a^s
 Exhibit A. (1-2,4,6,8-10,12-15)
 ^Copy of revi^sed tariff sheets _price lists, marked as Exhibit B.
 (1-2,4,6,8-10,12-15)
 ^Specify ^whidi notice procedure ^has been utilized: ^0 real time; or ^0
 newspaper. NOTE: Price list increases must be
 within an approved range of rates. (8^9,15)
 ^Copy of real ^dme or newspaper notice which has been provided to cu^stomem
 ^ (24,6,9c-f, 10, 15^)
 ^Copy of ^custc inter education and information material for new residential
 ^serviom (^8)
 ^ZI Description ^c ^f and rationale for proposed tariff changes, ^h^uding a
 complete description of the service^ (s) proposed
 or affected^ ^5 ^pecify for each service affected whether it is ^U business^; ^Q
 residence^; ^0 or both. Also indicate whether it
 is a ^U switched ^0 or dedicated service. Include this ^informatiort in either
 the cover letter or ^Exhibit C. ^ (1-2,4-6,9-
 10,12-15)
 ^QExplanation its to which service areas company currently has an approved
 interconnection or resale ^agreement. (U, 9)
 ^ZI ^Explanation as to whether rates are derived through (check all applicable):
 El interconnection agreement, (3 retail
 tariffs, or ^U ^nmale tariffs. ^ (3)
 ^22 List of Ohio counties or exchanges the applicant intends to serve within 24
 months of obtaining authorization (1,3)
 :3 List of Ohio counties specifically involved or affected. (2,4,6 9-10,12)
 C^2 Certification From Ohio Secretary of State as to party's proper ^sbutting
 (domestic or foreign corporation^, authorized
 use of ^fictitic us name, etc.). ^ (3,4,6,9c-f,10) In transfer of certificate
 cases, the transferee^'s good standing must be
 established.
 ^0Maps ^depicthig the proposed serving and calling area of the applicant.
 ^ (1,17,10)
 ^0 if 12 ^DJEC ^excl-tanges for both serving area and local calling areas: a
 Serving area must be clearly reflected
 on an Ohio ^map attached to tariffs and textually described in ^buiiffs; by noting
 that it is reflecting a particular
 ^ILEC/NEC territory, and listing the involved counties. to Local calling ^w=s
 must be clearly reflected on an Ohio
 map attached to the tariffs, and/or clearly delineated in tariffs, including a
 complete ^Hiting of each exchange being
 served and all exchanges to which local calls can be nude from each of those
 exchanges.
 ^C3 If ^Self-defti" serving area and/or local calling area as an area other ^ftn
 that of the established ^ILEC
 exchange(;): ^* Serving Area must be dearly reflected on an Ohio ^map attached to
 the tariffs, and textually
 ^descrUnd ^ux tariffs, by listing the involved counties^ ^* Local Calling Areas
 must be ^descrEIxd in the tariff through
 textual ^de;meatton a^nd clear maps. Maps for ^self-defined serving and local
 ^caDing-mu are required to be traced
 on United States Geological Survey topography maps. These maps am the Standard
 Topographic Quadrangle
 maps, 7-5 ^1 ni^ute ^1:24,OW.
 :1 ^OtheraVornLitLonrequestedbrytheConunissionstaff.

hereby affirms that it will maintain with ^Lts TR^F docket an ^up4"ate, pro ^y
marked, ^c of ^tke

Requirements Form available for public inspection- ^ped OFT ^swdce

Mandatory requirements for all basic local exchange providers:

<I Sales tax

^x:j Deposits

^Disconuiectionx of Service

^1+

^iervice requirements for a NECs provision of certain services (check AU
^applicabic):

:1 Discounts for Persons with Communication Disabilities and the
Telecommunication Relay Service

.1 ^Einergerucy Services Calling Plan

^3 Alternative Operator Service ^ (AOS) requirements

I Limitation of Liability Language

.1 ^Terminittion. ^tiabiliLy ^I.Artguage

^2 Service Connection Assistax ^CSCA) and Telephone Service Assistance ^ (TSA)

.1 Resale of Service ^ [Required for ^facilifies-Imed. NECs^]

^2 LOC21 Number portability ^lRequireA for ^facilities-based]

V. List names, titles, phone ^nuntheM and addresses of those ^persorts authorized
to make ^andlor verify ^Minga at
the ^Comerd"ion on behalf of the applicant

William R. ^KadtjM, ^AttOrgnm for V^erizon North ^inc. 5994 ^Whitcraios ^Ct
^Gor ^lin ^' OH

^Goyt Affairs, V,

43017^, PR 614-799-1312; Todd ^Oplauitt. ^Manager-Regl _^er, ^rth I^nc.

100 Executive Drive, ^Marion, OH 43302, pH 740-383-0566

^NOTE- An annual report is required ^to be filed wi^_few ^Contmisslon by each
company on an ^ar,

annual ^basi:_The annual report form will be sent for completion to the address
and ^individual(s)

^idenbfied in ^dtls ^Secb=i artless another address or Individual is so
^indicabed.

List names, titles, phone ^numbe@rs, and addresses of those persons authorized to
respond to ^inqrides from the

Consumer Services ^Departm Of the 1^1 t^r

^T ^end-qser co

cut on ^be ^000,=d

^Manager@Reghail ^M@illrion, OH 43302,

Patricia J. Cook, I ^Govt MM, 00 ^tlve air

^pH 740 - 383^~0160

William H. ^Yeating verify that I have utilized, verbatim, the Commission's ^Ucal
,,change Carrier Registration Form effective ^~ July 15, 1997^and that all of
t^he ^inforination submitted here, and an
^ditional information submitted in connection with this case is true and correct
to the best of my knowledge.

^W,414 6(. ^ef-@ ^3--l-oi-

(Signature)* V (Date)

A verification is required for every filing. It ^rruty be signed by counsel or
an officer of the applicant, or ^an authorized
agent of the applicant

Send ^T@ Spitted ^Pxmtradcn ^Forat, ^induding ^U ^reTmrod ^attaclunenis as wall
the ^reT=md ^nuatbef of copies, ^fw.

^PUBUC ^UUUtks0aUrb1MGf0hL0
^Amentiom. ^Doazting Division
ISO east ^Bcoad But
^cokonbus, OH ^4=5@,M

July 15,1997 Page 3 ^oE3

♀AGREEMENT

Effective as of February 1, 2002

by and between

^NTELOS WIRELESS Inc.

and

VER^IZON NORTH INC.,
fl^ida GTE NORTH INCORPORATED

FOR THE STATE OF OHIO

^Ntelos-OFLFinal-020102.doc

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^N

^AGREEMENT

PREFACE

This Agreement ^('Agreement') is made by and between ^NTELOS Wireless Inc., ^("NTELOS"), a corporation organized under the laws of the Commonwealth of Virginia, with offices at 401 Spring Lane, Suite 300, Waynesboro, VA 22980, and ^Verizon North Inc., f^/k/a GTE North Incorporated ^('Verizon'), a corporation organized under the laws of the State of Wisconsin, with offices at 1 00 Executive Drive, Marlon, OH 43302. ^NTELOS and Ver^izon may be referred to hereinafter, each individually, as a "Party," and, collectively, as the "Parties").

I^n consideration of the mutual promises contained in this Agreement, and intending to be legally bound, ^Verizon and ^NTELOS hereby agree as follows:

^1 The Agreement

1.^1 The scope of this Agreement is limited to the exchange (i.e. origination and termination) of non-optional ^Interl-ATA Extended Area Service ("EAS^") Traffic between ^NTELOS's local exchange Customers located in and served from the Huntington Rate Center Area in West Virginia (service provided to such West Virginia local exchange Customers being subject to the terms and conditions of the separate adoption letter, filed with the West Virginia Public Service Commission on December 4, 2001, pursuant to which ^Ntelos adopted into the State of West Virginia the interconnection agreement between Level 3 Communications, ^LLC and ^Verizon Virginia Inc. ^f/k/a Bell Atlantic - Virginia, Inc.) and ^Verizon's local exchange Customers located in and served from the Chesapeake Rate Center Area in Ohio and served exclusively by the ^Verizon Chesapeake host End Office and its associated remote End Offices in ^Proctorville and Burlington.

1.2 This Agreement includes: (a) the Principal Document; ^ (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated an^d made a part hereof this Agreement by reference); and, ^ (c) an Order by a Party that has been accepted by the other Party.

1.3 Except as otherwise expressly provided in the Principal Document (including, b

not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party which has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection '(a)' shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted[by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.3.

1.4 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. Except as otherwise provided in the Principal Document, the Principal Document may not be amended, waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to amend, add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

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2. Term and Termination

2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until January 31, 2004 (the 'Initial Term'). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.

2.2 Either NTELOS or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) Calendar Days in advance of the date of termination.

2.3 If either NTELOS or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either NTELOS or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of, (a) the effective date of a new interconnection agreement between NTELOS and Verizon; or, (b) the date one (1) year after the proposed date of termination.

2.4 If either NTELOS or Verizon provides no notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither NTELOS nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or SGAT.

3. Glossary and Attachments

The Glossary and the following Attachments are a part of this Agreement:

Interconnection Attachment

Pricing Attachment

4. Applicable Law

4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Ohio, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.

4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

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4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the Invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.

4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Verizon is not required

by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to ^NTELOS hereunder, then ^Verizon may discontinue the provision of any such Service, payment or benefit. ^Verizon will provide sixty (60)

days prior written notice to ^NTELOS of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law

for termination of such Service in which event such specified period and/or conditions shall apply. If Ver^izon terminates its provision of a Service ^to ^NTELOS pursuant to this Section 4.7 and ^NTELOS elects to purchase other services offered by ^Verizon in place of such Service, then: (a) Veri^zon shall reasonably cooperate with ^NTELOS to coordinate the termination of such Service and the installation of such services to minimize the interruption of service to Customers of ^NTELOS; and, ^ (b) ^NTELOS shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

4.8 Nothing contained herein shall relieve either Party from meeting any obligations it may have as prescribed in the minimum telephone service standards as set forth in Chapter 4901:1-1-5-16 and Chapter 4901:1-1-5^20 of the Ohio Administrative Code, or any successor provisions as may be determined in Case No. ^00-1265-TP^ORD.

Assignment

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the

other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement.

^6. Assurance of Payment

3

¶6.1 Upon request by ^Verizon, ^NTELOS shall provide to Ver^izon adequate assurance of payment of amounts due (or to become due) to ^Verizon hereunder.

6.2 Assurance of payment of charges may be requested by Ver^izon if ^NTELOS (a) in Ver^izon's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with ^Verizon, ^ (b) in Ver^izon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, ^ (c) fails to timely pay a bill rendered to ^NTELOS by Ver^izon, or ^ (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

6.3 Unless otherwise agreed by the Parties, the assurance of payment shall, at ^Verizon's option, consist of (a) a cash security deposit in U.S. dollars held by ^Verizon or ^ (b) an unconditional, irrevocable standby letter of credit naming

Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The cash security deposit or letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to NTELOS in connection with this Agreement.

6.4 To the extent that Verizon elects to require a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.

6.5 If payment of interest on a cash deposit is required by an applicable Verizon Tariff or by Applicable Law, interest will be paid on any such cash deposit held by Verizon at the higher of the interest rate stated in such Tariff or the interest rate required by Applicable Law.

6.6 Verizon may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to NTELOS in respect of any amounts to be paid by NTELOS hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

6.7 If Verizon draws on the letter of credit or cash deposit, upon request by Verizon, NTELOS shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.2.

6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as NTELOS has provided Verizon with such assurance of payment.

6.9 The fact that a deposit or a letter of credit is requested by Verizon hereunder shall in no way relieve NTELOS from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

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7. Audits

7.1 Except as may be otherwise specifically provided in this Agreement, either Party (the "Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, reports, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills. Such audits may be performed once in each Calendar Year provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in

billing in favor of the Audited Party having an aggregate value of at least \$1,000,000.

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7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.

7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills.

7.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

8. Authorization

8.1 ^Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.2 ^NTELOS represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.3 ^NTELOS Certification. Notwithstanding any other provision of this Agreement, ^Verizon shall have no obligation to perform under this Agreement until such time as ^NTELOS has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in Ohio. ^NTELOS shall not place any orders under this Agreement until it has obtained such authorization. ^NTELOS shall provide proof of such authorization to ^Verizon upon request. The Ohio Public Utilities Commission has advised both Parties that ^NTELOS does not require a Certificate of Public Convenience for the purposes of this Agreement only.

9. Billing and Payment; Disputed Amounts

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9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, ^statement(s) of charges incurred by the other Party under this Agreement.

9.2 Except as otherwise provided in this Agreement, payment of amounts billed f
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Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or, (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.

9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.

9.4 Charges due to the billing Party that are not paid by the Due Date shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

10. Confidentiality

10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;

10.1.2 Any forecasting information provided pursuant to this Agreement.

10.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service,

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from whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);

^10A.3.1 information related to specific facilities or equipment (including, but not limited to, cable and pair information);

10^A.3.2 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as 'Confidential' or 'Proprietary;' and

10.^1.3.3 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (1 0) days after disclosure, to be ^4Confidential or 'Proprietary'.

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified

as Confidential Information pursuant to Sections ^10. ^1.3.1 or ^10. 1.3.2.

^10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:

10.2^,1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and,

^1022 use the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 1 0 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section IO.

10.3 The Receiving Party shall return or destroy all Confidential Information received

from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered

to the Receiving Party, except for (a) Confidential Information that the Receiving

Party reasonably requires to perform its obligations under this Agreement, and ^ (b) one copy for archival purposes only.

10.4 Unless otherwise agreed, the obligations of Sections ^10.2 and 10.3 do not apply to information that:

10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction

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¶10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;

10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;

^10.4.4 is independently developed by the Receiving Party;

10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or

^10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.

10.^5 Notwithstanding the provisions of Sections ^1 0. 1 through 10.4, the Receiving Party may use and disclose Confidential ^Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.

10.7 The provisions of this Section 1 0 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.^C. 1 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, ^CPNI provided by Applicable Law.

10.8 Each Party's obligations under this Section I 0 shall survive expiration,

11. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Default

If either Party ('Defaulting Party') fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts

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to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

13. Discontinuance of Service by ^NTELOS

13.1 If ^NTELOS proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, ^NTELOS shall send written notice of such discontinuance to ^Verizon, the Commission, and each of ^NTELOS's Customers. ^NTELOS shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, ^NTELOS shall send such notice at least thirty (30) days prior to its discontinuance of service.

13.2 Such notice must advise each ^NTELOS Customer that unless action is taken by the ^NTELOS Customer to switch to a different carrier prior to ^NTELOS's proposed discontinuance of service, the ^NTELOS Customer will be without the service provided by ^NTELOS to the ^NTELOS Customer.

13.3 Should a ^NTELOS Customer subsequently become a Ver^izon Customer, ^NTELOS shall provide Ver^izon with all information necessary for ^Verizon to establish service for the ^NTELOS Customer, including, but not limited to, the ^CLEC Customers billed name, listed name, service address, and billing address, and the services being provided to the ^NTELOS Customer.

13.4 Nothing in this Section 13 shall limit Veriz^on's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement.

14. Dispute Resolution

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties

regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

Is. Force Majeure

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15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control (Force Majeure Events'), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.

15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the nonperforming Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the nonperforming Party, in its sole discretion, determines appropriate.

16. Forecasts

In addition to any other forecasts required by this Agreement, upon request by Verizon, NTELOS shall provide to Verizon forecasts regarding the Services that NTELOS expects to purchase from Verizon, including, but not limited to, forecasts regarding the types and volumes of Services that NTELOS expects to purchase and the locations where such Services will be purchased.

17. Fraud

NTELOS agrees that Verizon assumes no responsibility for any and all fraud associated with NTELOS Customers and accounts. Verizon agrees that NTELOS assumes no responsibility for any and all fraud associated with Verizon Customers and accounts. Verizon shall bear no responsibility for, nor is it required to investigate or make adjustments to NTELOS's account in cases of, fraud by NTELOS's Customers or other third parties. NTELOS shall bear no responsibility, nor is it required to investigate or make adjustments to Verizon's account in cases of fraud by Verizon's Customer or other third parties.

18. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

19. Headings

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The headings used in the Principal Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Principal Document.

20. Indemnification

20.1 Each Party ('Indemnifying Party') shall indemnify, defend and hold harmless the other Party ('Indemnified Party'), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, Agents or

contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, ^In connection with this Agreement.

20.2 Indemnification Process.

20.2.1 As used in this Section 20, 'Indemnified Person' means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 20. 1.

20.2.2 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:

20.2.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); ^ (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, setting, or compromising the Claim; ^ (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; ^ (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.

20.2.4 If the Indemnified Person fails to comply with Section 20.2.1 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for

the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.

20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.

20.2.^9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.

20.3 Each Party agrees that it will not ^impead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.

20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

21. Insurance

21.^1 ^NTELOS shall maintain during the term of this Agreement and for a period of two years thereafter all insurance and/or bonds required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance and/or bonds required by Applicable Law. The insurance and/or bonds shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category ^VII or greater. At a minimum and without limiting the foregoing undertaking, ^NTELOS shall maintain the following insurance:

21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, ^premisses-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit f^or each occurrence.

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21.1.2 Commercial Motor Vehicle Liability Insurance, covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.

21.11^03 Excess Liability Insurance, in the umbrella form, with limits of at least \$^1 0,000,000 combined single limit f^or each occurrence.

21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability insurance with limits of not less than \$2,000,000 per occurrence.

21.1.5 All risk property insurance on a full replacement cost basis f^or all of ^NTELOS's real and personal property located at any Collocation site or otherwise located on or in any ^Verizon premises (whether owned, leased or otherwise occupied by Ver^izon), facility, equipment or right-of-way.

21.2 Any deductibles, self-insured retentions or loss limits ^CRetentions') for the foregoing insurance must be disclosed on the certificates of insurance to be

provided to Verizon pursuant to Sections 21.4 and 21.5, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of NTELOS.

21.3 NTELOS shall name Verizon and Verizon's Affiliates as additional insureds on the foregoing liability insurance.

21.4 NTELOS shall, within two (2) weeks of the Effective Date hereof, at the time of each renewal of, or material change in NTELOS's insurance policies, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director-Contract Performance Administration, Verizon Wholesale Markets, 600 Hidden Ridge, HOEWMINOTICES, Irving. TX 75038.

21.5 NTELOS shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon's affiliated companies to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 21.4.

21.6 If NTELOS or NTELOS's contractors fail to maintain insurance as required in Sections 21.1 through 21.5, above, Verizon may purchase such insurance and NTELOS shall reimburse Verizon for the cost of the insurance.

21.7 Certificates furnished by NTELOS or NTELOS's contractors shall contain a clause stating: Verizon North Inc., f/k/a GTE North Incorporated, shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

22. Intellectual Property

22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual

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Property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

22.2 Except as stated in Section 22A, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes dire

t, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

22.4 ^NTELOS agrees that the Services provided by ^Verizon hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between ^Verizon and Veri^zon's vendors. ^Verizon agrees to advise ^NTELOS, directly or through a third party, of any such terms, conditions or restrictions that may limit any ^NTELOS use of a Service provided by ^Verizon that is otherwise permitted by this Agreement. At ^NTELOS's written request, to the extent required by Applicable Law, Ver^izon will use Ver^izon's best efforts, as commercially practicable, to obtain intellectual property rights from Ver^izon's vendor to allow ^NTELOS to use the Service in the same manner as ^Verizon that are coextensive with ^Verizon's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which ^Verizon has obtained ^Verizon's intellectual property rights. ^NTELOS shall reimburse ^Verizon for the cost of obtaining such rights.

23. Joint Work Product

The Principal Document is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

24. Law Enforcement.

24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by ^It under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap^and-trace facilities and equipment, and dialed number recording facilities and equipment.

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§24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

24.3 Where a Jaw enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

2^5. Liability

25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.

25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro ^rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's ^Affiflates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of t^he possibility of such damages.

25.4 The limitations and exclusions of liability stated in Sections 25.^1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.

25.5 Nothing contained in Sections 25.1 through 25 4 shall exclude or limit liability:

25.5.1 under Sections 20, Indemnification or 41, Taxes.

25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.

25.5.3 f^or damages arising out of or resulting from bodily injury to or death of

any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;

25.5A for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

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25.5.5 under section 258 of the Act or any order of FCC or the Commission implementing Section 258;

25.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission; or

25.5.7 for damages arising out of or resulting from a Party's willful misconduct.

25.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision,

25.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third-persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

26. Network Management

26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. NTELOS and Verizon will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

26.2 Responsibility for Following Standards Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

26.3 Interference or Impairment. If a Party ('Impaired Party') reasonably determines

that at the services, network, facilities, or methods of operation, of the other Party ('Interfering Party') will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:

26.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

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26.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow Verizon's standard procedures for isolating and clearing the outage or trouble.

27. Non-Exclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

28. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

29. Notices

29.1 Except as otherwise provided in this Agreement, notices given by one Party to

the other Party under this Agreement:

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) personally, ^ (b) by express delivery service with next Business Day delivery, ^ (c) by First Class, certified or registered U.S. mail, postage prepaid, ^ (d) by facsimile ^ telecopy, with a copy delivered in accordance with (a), ^ (b) or ^ (c), preceding, or, ^ (e) by electronic mail, with a copy delivered in accordance with (a), ^ (b) or ^ (c), preceding; and

29.1.3 shall be delivered to the following addresses of the Parties:

To ^NTELOS:

Attention: Steve Goodman
Director - Regulatory
401 Spring Lane
Suite 300
Waynesboro, VA 22980
Telephone Number: (540) 946-3500
Facsimile Number: (540) 946-3599
^E-mail Address: goodmans^@NTELOS.com

To Ver^izon:

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♀Director-Contract Performance _Administration
Ver^izon Wholesale Markets
600 Hidden Ridge
^HQEWMNOTICES
Irving. TX 75038
Telephone Number: 972^-718-5988
Facsimile Number. 972-719-1519
^InternetAddress: ^wmnotices@vedzon.com

with a copy to:

Vice President and Associate General Counsel
^Verizon Wholesale Markets
1515 North Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, ^ (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, ^ (c) where the notice is sent by First Class U.S. Mail, three (3) Business Days after mailing, ^ (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, ^ (e) where the notice is sent via facsimile ^ telecopy, on the date set forth on the te^lecopy confirmation if sent before 5 PM in the time zone where it is received, or the next Business Day after the date set forth on the tel^ecopy confirmation if sent after 5 PM in the time zone where it is received, and ^ (f) where the notice is sent via

electronic mail, on the date of transmission, if sent before 5 PM in the time zone

where it is received, or the next Business Day after the date of transmission, if sent after 5 PM in the time zone where it is received.

30. 1^intentionally Left Blank)

31. Performance Standards

31.^1 Ver^izon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251 (^c) of the Act.

31.2 To the extent required by Appendix ^D, Section ^V, ^'Carrier-to-Carrier Performance

Plan (Including Performance Measurements),' and Appendix ^D, Attachment A, ^"Carrier-to-Carrier Performance Assurance Plan,' of the Merger Order, Ver^izon shall provide performance measurement results to ^NTELOS.

31.3 ^NTELOS shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

32. Point of Contact for ^NTELOS Customers

32.1 ^NTELOS shall establish telephone numbers and mailing addresses at which ^NTELOS Customers may communicate with ^NTELOS and shall advise ^NTELOS Customers of these telephone numbers and mailing addresses.

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¶32.2 Except as otherwise agreed to by ^Verizon, ^Verizon shall have no obligation, and may decline, to accept a communication from a ^NTELOS customer, including, but not limited to, a ^NTELOS Customer request for repair or maintenance of a Ver^izon Service provided to ^NTELOS.

3^3. Predecessor Agreements

33.1 Except as stated in Section 33.1.1 or as otherwise agreed in writing by the Parties:

33.^1.1 any prior interconnection or resale agreement between the Parties for the State of Ohio pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

33.1.2 any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of Ohio pursuant to Section 2^52 of the Act and in effect immediately prior to the Effective Date, shall, as of the Effective Date be subject to and purchased under this Agreement.

33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a

Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased f^or a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the commitment.

33.3 If either Party elects to cancel the commitment pursuant to the provision in Section 33.^1.1, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

34. Publicity and Use of Trademarks or Service Marks

34.1 A Party, Its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent f^or such use, which consent the other Party may grant or withhold in its sole discretion.

34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

3^6. References

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¶35.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require,

35.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Ver^izon or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, ^in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

3^6. Relationship of the Parties

36.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

36.3 Except for provisions herein expressly authorizing a Party to act for anothe
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Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors, Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

36.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

37. Reservation of Rights

37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the

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FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry forums. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement

37.2 NTELOS acknowledges NTELOS has been advised by Verizon that it is Verizon's position that:

37.2.1 This Agreement contains certain provisions which are intended to reflect Applicable Law and Commission and/or FCC arbitration decisions; and

37.2.2 For the purposes of Appendix D, Sections 31 and 32, of the Merger Order, such provisions shall not be deemed to have been voluntarily negotiated or agreed to by Verizon and shall not be available to carriers pursuant to Appendix D, Sections 31 and 32 of the Merger Order.

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

3^9. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

40. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 10), indemnification or defense (including, but not limited to, Section 20), or limitation or exclusion of liability (including, but not limited to, Section 25), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

41. Taxes

41.1 In General. With respect to any purchase hereunder of Services, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall properly bill the Purchasing Party for such Tax, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority.

41.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of Services, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"),

Such exclusion being based solely on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the Purchasing Party (a) shall provide the Providing Party with notice in writing in accordance with

Section 41.6 of this Agreement of its intent to pay the Receipts Tax and ^ (b) shall timely pay the Receipts Tax to the applicable tax authority.

41.3 Taxes Imposed on Customers. With respect to any purchase hereunder of Services that are resold t^o a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ('Subscriber) in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the Purchasing Party (a) shall be required to impose and/or collect such Tax from the Subscriber and ^ (b) shall timely remit such Tax to the applicable taxing authority.

41.4 Liability for Uncollected Tax, Interest and Penalty If the Providing Party has not

received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by Section 41.1,

then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable f^or such ur^ibilled Tax and ^ (b) the Providing Party shall be liable f^or any interest assessed thereon and any penalty assessed with respect to such unbi^Ned Tax by such authority. ^If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 41.1, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Providing Party does not collect any Tax as required by Section 41.1 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate

by a taxing authority. then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable f^or such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the Purchasing Party fails to

pay the Receipts Tax as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, ^ (x) the Providing Party shall be liable

for any Tax imposed on its receipts and ^ (y) the Purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by such authority. If the Purchasing Party fails to

impose and/or collect any Tax from Subscribers as required by Section 4^1.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable f^or such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party

as a result of actions taken by the applicable taxing authority to recover the Tax

from the Providing Party due to the failure of the Purchasing Party to timely pay,

or collect and timely remit, such Tax to such authority. In the event either Party

is audited by a taxing authority, the other Party agrees to cooperate fully with the

Party being audited in order to respond to any audit inquiries in a proper and

timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

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¶41.5 Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41 ^06. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and ^ (b) supplies the Providing Party with an indemnification agreement, reasonably acceptable to the Providing Party (e.g., an agreement commonly used in the industry), which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

41.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, f^or purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Ver^izon:

Tax Administration
Ver^izon Communications
1095 Avenue of the Americas
Room 31 0^9
New York, NY 10036

To ^NTELOS:

Craig Highland
Director - Taxation
401 Spring Lane
Suite 300
Waynesboro, VA 22980

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

42. Technology Upgrades

Notwithstanding any other provision of this Agreement, ^Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion.

43. Territory

43.1 This Agreement applies to the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the State of Ohio.

43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon

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sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide NTELOS with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice. Verizon shall be obligated to provide Services under this Agreement only within this territory.

44. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

45. 251 and 271 Requirements

45.1 The Parties agree that the performance of the terms of this Agreement will satisfy Verizon's obligations under Section 251 of the Act.

46. 252(i) Obligations

46.1 To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act and Appendix D, Sections 30 through 32, of the Merger Order ("Merger Order MFN Provisions").

46.2 To the extent that the exercise by NTELOS of any rights it may have under Section 252(j) or the Merger Order MFN Provisions results in the rearrangement of Services by Verizon, NTELOS shall be solely liable for all costs associated therewith, as well as for any termination charges associated with the termination of existing Verizon Services.

47. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement,

4^@. Waiver

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

49. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE ^WARRANTIES9 AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

^NTELOS WIRELESS INC ^VERIZON NORTH INC,

By: ^Bylz@@ "6;
^e@1'1111M@

^ed ^@@IcDermott
Print ^: ^Ma Printed: Jeffrey A. ^Masoner

Title: ^SeniorVicePresident- Title: Vice-President -
Lega^f and Regulatory Affairs ^7-Fn-terconnection Services

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GLOSSARY

General Rule

1.^1 The provisions of Sections 1.1 through 1.4 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.

1.2 Unless the context clearly indicates otherwise, when used in the Principal Document the terms listed in this Glossary shall have the meanings stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary

is capitalized when used. Other terms that are capitalized, and not defined in this

Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.

1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary that is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.

1.4 The words 'shall' and 'will' are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2, Definitions

2.1 Act.

The Communications Act of 1934 (47 U.S.C. 151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.2 Affiliate.

Shall have the meaning set forth in the Act.

2.3 Agent-

An agent or servant.

2.4 Agreement.

This Agreement, as defined in Section I of the General Terms and Conditions.

2.5 Applicable Law.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.

2.6 ASR (Access Service Request)

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An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.7 Business Day.

Monday through Friday, except for holidays.

2.8 Calendar Quarter.

January through March, April through June, July through September, or October through December.

2.9 Calendar Year.

January through December.

2.10 ^CCS (Common Channel Signaling)

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.11 Central Office.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of ^originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ^("NXV). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.12 Central Office Switch.

A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End ^Officerrandern Office Switch.

2.13 Claims.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).

2.14 ^CLEC (Competitive Local Exchange Carder).

Any corporation or other person legally able to provide Local Exchange Service in competition with an ^ILEC.

2.15 ^CLL1 Codes.

Common Language Location Identifier Codes.

2.16 Commission.

Public Utilities Commission of Ohio.

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2.17 Calling Party Number ^ (CPN).

A ^CCS parameter that identifies the calling party's telephone number.

2.18 CPN^I (Customer Proprietary Network ^Informatiqjn.

shall have the meaning set forth in Section 222 of the Act, 47 ^U.S.C. 1 222^.

2.19 Customer.

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

2.20 Digital Signal Level

One of several transmission rates in the time-division multiplex hierarchy.

2.21 Digital Signal Level 0 ^ (DS0)

The ^64kbps zero-level signal in the time-division multiplex hierarchy.

2.22 Digital Signal Level 1 ^ (DS1).

The 1.544 ^Mbps first-level signal in the time-division multiplex hierarchy.

2.23 Digital Signal Level 3 ^ (DS3)

The 44.736 ^Mbps third-level signal in the time-division multiplex hierarchy.

2.24 Effective Date,

February 1, 2002

2.25 End Office Switch or End Office.

A switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

2.26 Entrance Facility.

The facility between a Party's designated premises and the Central Office serving that designated premises.

2.27 Extended Local Calling Scope Arrangement.

An arrangement that provides a Customer a local calling scope (Extended Area Service, 'EAS^'), outside of the Customers basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. u^Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area.

2.28 FCC.

The Federal Communications Commission.

2.29 FCC Internet Order.

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Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, ^Inter-carrier Compensation for I^SP Bound Traffic, FCC 01 -1 31, CC Docket Nos. 96^98 and 99-68, (adopted April 1^8, 2001, effective June 14, 2001).

2.30 FCC Regulations.

The ^unstayed, effective regulations duly and lawfully promulgated by the FCC, as amended from time to time.

2.31 ^ILEC (Incumbent Local Exchange Carrier)

Shall have the meaning stated in the Act.

2.32 I nf^ormation Access

The provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services, including a provider of Internet access or Internet transmission services.

2.33 Internet Traffic.

Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

2.34 Intra^LATA.

Telecommunications that originate and terminate within the same ^LATA.

2.35 ^IP (interconnection ^Egintj

For Reciprocal Compensation Traffic, the point at which a Party who receives Reciprocal Compensation Traffic from the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic.

2.36 ^LATA (Local Access and Transport Area).

Shall have the meaning set forth in the Act.

2.37 ^LEC (Local Exchange Carrier)

Shall have the meaning set forth in the Act.

2.38 ^LIDB (Line Information Data Base)

One or all, as the context may require, of the Line Information databases owned individually by Ver^izon and other entities which provide, among other things, calling card validation functionality f^or telephone line number cards issued by Ver^izon and other entities. A ^LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.39 Measured Internet Traffic.

Dial-up, switched Internet Traffic originated by a Customer of one Party on that

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Party's network at a point in a ^Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same ^Verizon local calling area. Ve^rizon local calling areas shall be as defined by ^Verizon. For the purposes of this definition, a Ver^izon local calling area includes a ^Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a ^Verizon optional Extended Local

Calling Scope Arrangement. Calls originated on a 1^+ presubscr^ption basis, or on a casual dialed ^ (10XXXt101XXYX) basis, are not considered Measured Internet Traffic.

2.40 Merger Order.

The FCC's Order 'In re Application of GTE Corporation, T^ransferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 31 0 Authorizations and Application to Transfer of a Submarine Cable Landing License', Memorandum Opinion and Order, FCC CC Docket No. 98^-184, FCC 00-221 (June 16, 2000), as modified from time to time.

2.41 ^NANP (North American Numbering Plan).

The system of telephone numbering employed ^in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The ^NANP format is a 10^-digit number that consist of a ^3-digit ^NPA Code (commonly referred to as area code), followed by a 3-dig^it N^XX code and 4 digit line number.

2.42 ^NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-d^igit telephone number within the ^NANP. There are two general categories of ^NPA, "Geographic ^NPAs" and "Non-Geographic ^NPAs". A Geographic ^NPA is associated with a defined geographic area, and all telephone numbers bearing such ^NPA are associated with services provided within that geographic area. A Non-Geographic ^NPA, also known as a "Service Access ^Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic ^NPA areas. 500, 700, ^800, 888 and 900 are examples of Non-Geographic ^NPAs.

2.43 ^NXX, ^NXX Code, Central Office Code or CO Code.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number).

2.44 Order.

An order or application t^o provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of lines or other Services for a stated period or minimum period of time).

2.45 Principal Document

This document, including, but not limited to, the Title Page, the Table of Contents, the Preface, the General Terms and Conditions, the signature page, this Glossary, the Attachments, and the Appendices to the Attachments

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2.46 Providing Party.

A Party offering or providing a Service to the other Party under this Agreement.

2.47 Purchasing Party.

A Party requesting or receiving a Service from t^he other Party under this Agreement.

2.48 Rate Center Area or Exchange Area.

The geographic area that has been identified by a given ^LEC as being associated with a particular ^NPA-NXX code assigned to the ^LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the ^LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular ^NPA-NXX designation associated with the specific Rate Center Area.

2.49 Rate Center Point.

A specific geographic point, defined by a V^H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing customers f^or distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Tel^cordia Practice BR-795-1 00-1 00, the Rate Center Point may be an End Office location, or a ^"LEC Consortium Point Of Interconnection."

2.50 Reciprocal Compensation.

The arrangement, in accordance with Section 2^61 ^ (b) (5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, for recovering costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 7 of the Interconnection Attachment).

2.51 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Ve^rzon's local calling areas as defined by ^Verizon. Reciprocal Compensation Traffic does not include: (^1) any Internet Traffic; (2) traffic that does not originate and terminate between ^NTELOS's local exchange Customers located in and served from the Huntington Rate Center Area in West Virginia (service provided to such West Virginia local exchange Customers being subject to the terms and conditions of the separate adoption letter. filed with the West Virginia Public Service Commission on December 4, 2001, pursuant to which ^Ntelos adopted into the State of West Virginia the interconnection agreement between Level 3 Communications, ^LLC and ^Verizon Virginia Inc. ^f/k/a Bell Atlantic - Virginia, Inc.) and Ver^izon's local exchange Customers located in and served from the Chesapeake Rate Center Area in Ohio and served exclusively by the Ver^izon Chesapeake host End Office and its associated remote End Offices in Proctorv^ille and Burlington; (3) Toll Traffic, including, but not limited to,

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2calls originated on a 11^+ ^presubscription basis, or on a casual dialed ^ (10XXX/1101XXXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (^5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; or, (7) Voice Information Service Traffic. For the purposes of this definition, a ^Verizon local calling area includes a Ver^izon non-optional Extended Local Calling Scope Arrangement, but does not include a Ver^izon optional

2.52 Routing Point.

A specific geographic point identified by a specific V^H coordinate. The Routing Point is used to route inbound traffic to specified ^{NPA-NXXs} The Routing Point must be located within the ^{LATA} in which the corresponding ^{NPA-NXX} is located. However, the Routing Point associated with each ^{NPA-NXX} need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.53 Service.

Any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered for sale by a Party under this Agreement.

2.54 ^{SS7} (Signaling System 7).

The common channel out-of-b^{and} and signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Ver^{izon} and ^{NTELOS} currently utilize this ^{out-of-band} signaling protocol.

2.55 Subsidiary.

A corporation or other legal entity that is controlled by a Party.

2.56 Tariff.

2.56.1 Any applicable Federal or state tariff of a Party, as amended from time-^{to-time};

2.56.2 Any standard agreement or other document, as amended from ^{time-to-time}, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

The term "Tariff" does not include any ^{Verizon} statement of generally available terms ^(SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252^(f) of the Act.

2.57 ^{Telcordia} Technologies.

Formerly known as Bell Communications Research, a wholly owned subsidiary of Science Applications International Corporation ^(SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. ^{Telcordia} Technologies also provides generic requirements for the telecommunications industry for products,

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services and technologies.

2.58 Telecommunications Carrier.

shall have the meaning set forth in the Act.

2.59 Telecommunications Services.

shall have the meaning set forth in the Act.

2.60 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

2.^61 Third Party Claim.

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, ^ (b) a settlement with, judgment by, or liability to, a person who is not a Party, or ^ (c) a fine or penalty imposed by a person who is not a Party.

2.62 Toxic or Hazardous Substance.

Toxic or Hazardous Substance means any substance designated or defined as toxic or hazardous under any 'Environmental Law' or that poses a risk to human health or safety, or the environment, and products and materials containing such substance. 'Environmental Laws' means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community ^Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.63 Traffic Factor 1.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic.
$$\left(\frac{\text{Interstate Traffic Total Minutes of Use (excluding Measured Internet Traffic)}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \right) \times 100$$
. ^Until the fbrm of a Party's bills is updated to use the term 'Traffic Factor ^1,' the term 'Traffic Factor ^V may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or ^"PIU."

2.64 Traffic Factor 2.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of intrastate traffic and Measured Internet Traffic.
$$\left(\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}} \right) \times$$

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100). Until the ^fon-n of a Party's bills is updated to use the term 'Traffic Factor 2,' the term 'Traffic Factor 2" may be referred to on the Party's bills and in billing related communications as 'Percent Local Usage' or ^"PLU."

2.65 ^V and ^H Coordinates Method.

A method of computing airline miles between two points by utilizing an established formula that is based on the vertical and horizontal coordinates of the two points.

2.66 ^Wre Center.

A building or portion thereof which serves as a Routing Point. The Wire Center serves as the premises f^or one or more Central Offices.

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§INTERCONNECTION ATTACHMENT

General

Each Party ("Providing Party") shall provide to the other Party, in accordance with this Agreement, the Providing Party's applicable Tariffs and Applicable Law, interconnection with the Providing Party's network f^or the transmission and routing of Telephone Exchange Service.

2^. Interconnection under this Agreement

2.1 ^NTELOS shall issue an A^SR to both ^Verizon West Virginia Inc. and ^Verizon North Inc. f^or the facility order and a separate ^ASR for the trunks to ^Verizon North Inc. The trunk ^ASR can only be issued once ^NTELOS has received an Access Service Request Confirmation on the facility ^ASR. This facility shall constitute the Carrier Facility Assignment on the trunk ^ASR. The trunks will be provisioned as Direct Final groups with no overflow. Unless otherwise agreed to by the Parties, the trunks will be provisioned using ^SS7 signaling.

2.1.1 Ver^izon shall not act as a ^SS7 Hub provider and shall not provide direct ^SS7 interconnection to ^NTELOS for this inter^LATA trunk group. ^NTELOS shall acquire the necessary ^SS7 A-Links from a third party hub provider. Unless otherwise agreed to by the Parties, this non-optional inter^LATA ^EAS route from the Ver^izon West Virginia Inc. Huntington Rate Center Area to the ^Verizon North Inc. Chesapeake Rate Center Area is to be a Direct Final End Office Two-Way Interconnection trunk group with SS7-s^ignaling, capable of providing all of the associated CLASS features. ^NTELOS shall acquire the necessary ^SS7 A-Links from a third party hub provider.

2^.2 Trunk Types.

2.2.^1 In interconnecting their networks pursuant to this Attachment, the Parties will use the following trunk group:

2.2.1.1 From ^NTELOS Customers in West Virginia, direct Final End Office Two-Way Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, and, Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment;

2.2.1.2 From ^Verizon Customers in Ohio, either: (a) direct End

Office Two-Way Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, and, Measured Internet Traffic, all in accordance with Sections 5 through 8 of this Attachment, or ^1b) Tandem Two-Way Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, and, Measured Internet Traffic, all in accordance with Sections ^6 through 8 of this Attachment.

2.3 Interconnection Trunks.

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2.3.1 ^NTELOS shall purchase transport from ^Verizon for the delivery of traffic to the ^Verizon-IP at the Chesapeake End Office (CLL^I code: ^CHSKOHXADSO)

2.3.2 ^NTELOS may order from Ver^izon the interconnection method specified above in accordance with the rates and charges, order intervals, and other terms and conditions in this Agreement, in any applicable Tariff^s), or as may be otherwise agreed to between the Parties.

2.3.3 The publication ^@Telcordia Technical Publication GR-342^CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination' describes the specification and interfaces generally utilized by ^Verizon and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.

2.4 Direct Final End Office Two-Way Interconnection Trunks.

2A.1 Prior to ordering any Direct Final End Office Two-Way Interconnection Trunks from Ver^izon, ^NTELOS shall meet with Ver^izon to conduct a joint planning meeting ('Joint Planning Meeting'). At that Joint Planning Meeting, each Party shall provide to the other Party, among other things, originating ^CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate Initial number of Direct Final Two-Way Eric[Office Interconnection Trunks.

2.4.2 Unless otherwise mutually agreed upon, Direct Final Two-Way End Office Interconnection Trunks shall be from the ^Verizon Chesapeake End Office to the Ohio side of the ^LATA Boundary (the boundary between ^LATA 254 and ^LATA 324, between the Huntington - West Virginia Rate Center and the Chesapeake - Ohio Rate Center) in the Chesapeake Rate Center Area (or Exchange Area).

2.4.3 On a semi-annual basis, ^NTELOS shall submit a good faith forecast to Ver^izon of the number of Direct Final End Office Two-Way ^Interconnection Trunks that ^NTELOS anticipates that ^Verizon will need to provide during the ensuing two (2) year period. ^NTELOS's trunk forecasts shall conform to the Veriz^an ^CLEC trunk forecasting guidelines as in effect at that time.

2.4.4 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on Direct Final End Office Two-Way Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Direct Final End Office Two-Way Interconnection Trunks.

2.4.5 Direct Final End Office Two-Way Interconnection Trunks shall have ^SS7 Common Channel Signaling. The Parties agree to utilize ^B8ZS and Extended Super Frame (ES^F) DS^1 facilities, where available.

2.4.6 Direct Final End Office Two-Way Interconnection Trunk groups shall be engineered using a design blocking objective of ^Neal-Wilkenson ^B.01 during the average time consistent busy hour. ^Verizon and ^NTELOS shall engineer Direct Final End Office Two-Way Interconnection Trunks using national standards.

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2.4.7 ^NTELOS shall determine and order the number of Direct Final End Office Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Direct Final End Office Two-Way Interconnection Trunk group. ^NTELOS shall order Direct Final End Office Two-Way Interconnection Trunks by submitting ^ASRs to Ver^izon setting forth the number of Direct Final End Office Two-Way Interconnection Trunks to be installed and the requested installation dates within ^Verizon's effective standard intervals or negotiated intervals, as appropriate. ^NTELOS shall complete ^ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.

2.4.8 ^Verizon may monitor Direct Final End Office Two-Way Interconnection groups using service results for the applicable design-blocking objective. If ^Verizon observes blocking in excess of the applicable design objective on any final Direct Final End Office Two-Way Interconnection Trunk group and ^NTELOS has not notified ^Verizon that it has corrected such blocking, ^Verizon may submit to ^NTELOS a Trunk Group Service Request directing ^NTELOS to remedy the blocking. Upon receipt of a Trunk Group Service Request, ^NTELOS will complete an ASIR to augment the Direct Final End Office Two-Way Interconnection group with excessive blocking and submit the ASIR to Ver^izon within five (5) Business Days.

2.4.9 The Parties will review all Direct Final End Office Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. ^NTELOS will promptly augment all Direct Final End Office Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ^ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional ^trunking is not required. For each Direct Final End Office Two-Way ^Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, ^NTELOS will promptly submit ^ASRs to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event ^NTELOS fails to submit an ^SR for Direct Final End Office Two-Way Interconnection Trunks in conformance with this section, Ver^izon may bill ^NTELOS for the excess Interconnection Trunks at the applicable rates provided for in the Pricing Attachment.

2.4.10 The performance standard on Direct Final Two-Way End Office Interconnection Trunks shall be that no such Interconnection Trunk group will exceed its design blocking objective of ^Neal-Wilkenson ^B.01 for three (3) consecutive calendar traffic study months.

2.4.11 Because Ver^izon will not be in control of the timing and sizing of the Direct Final End Office Two-Way Interconnection Trunks between its network and ^NTELOS's network, ^Verizon's performance on these Direct Final End Office Two-Way Interconnection Trunk groups shall not be subject to any performance measurements and performance remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved ^carrier-to-

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2.4.12 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Interconnection Trunk group and install Direct Final End Office One-Way Interconnection Trunks to the ^LATA Boundary.

2.4.13 Notwithstanding any other provision of this Agreement, Direct Final End Office Two-Way Interconnection Trunks shall only carry Reciprocal Compensation Traffic and Measured Internet Traffic.

2.4.14 ^NTELOS will route its traffic to Ver^izon over the Direct Final End Office Two-Way Interconnection Trunks in accordance with ^SR-TAP-000191.

2.4.15 When the Parties implement Direct Final End Office Two-Way Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or ^'PPU' factor, based on the total number of minutes of Traffic that each Party originates over the Direct Final End Office Two-Way Interconnection Trunks. ^NTELOS will pay a percentage of Ver^izon's monthly recurring charges for the facility on which the Direct Final End Office Two-Way Interconnection Trunks ride equal to ^NTELOS's percentage of use of the facility as shown by the ^PPU. The ^PPU shall not be applied to calculate the charges for any portion of a facility that is on ^NTELOS's side of NTELOS's ^4P, which charges shall be solely the financial responsibility of ^NTELOS. Non-recurring charges for the facility on which the Direct Final End Office Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on ^Verizon's side of the ^NTELOS-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on ^NTELOS's side of the ^NTELOS-IP, ^NTELOS shall be solely responsible for the nonrecurring charges.

3. Alternative Interconnection Arrangements

3.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish an End Point Fiber Meet arrangement.

3.2 The establishment of any End Point Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation, procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the End Point Fiber Meet arrangement.

3.3 Except as otherwise agreed by the Parties, End Point Fiber Meet arrangements shall be used only for the termination of Reciprocal Compensation Traffic and Measured Internet Traffic.

4. [intentionally Left Blank]

5. Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic

Section 5 prescribes parameters for Interconnection Trunks used for

5.2 Trunk Group Connections and Ordering

5.2.1 Both Parties shall use either a ^IDS-11 or ^IDS-3 interface. Upon mutual agreement, the Parties may use other types of interfaces, such as ^STS-1, when and where available. When Interconnection Trunks are provisioned using a ^DS-3 interface facility, ^NTELOS shall order the multiplexed ^DS-3 facilities to the Verizon Central Office that is designated in the ^NECA 4 Tariff as an Intermediate Hub location, unless otherwise agreed to in writing by Verizon. The specific ^NECA 4 Intermediate Hub location to be used for Interconnection Trunks shall be in the appropriate Tandem ^subtending area based on the ^LERG. In the event the appropriate ^DS-3 Intermediate Hub is not used, then ^NTELOS shall pay 1 00% of the facility charges f^or the Interconnection Trunks.

5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from ^Telcordia, to the other Party when ordering a trunk group.

5.2.3 Unless mutually agreed to by both Parties, each Party will outp^ulse ten (^10) digits to the other Party.

5.2A Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment.

5.3 Grades of Service. The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 14.1.

6. Trunk^ing Measurement and Billing over Interconnection Trunks

For billing purposes, each Party shall pass Calling Party Number ^(^CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.

7. Reciprocal Compensation Arrangements - Pursuant to Section ^251(b) (5)

7.1 Interconnection Points for Reciprocal Compensation Traffic and Measured Internet Traffic.

7.1.1 Except as otherwise agreed by the Parties, the Interconnection Points ^('I!Ds@) from which ^NTELOS will provide transport and termination of Reciprocal Compensation Traffic and Measured Internet Traffic to its Customers ^('NTELOS-]Ps') shall be as follows:

7.1.1.1 For the Chesapeake Rate Center Area in which ^NTELOS requests to interconnect with ^Verizon, except as otherwise agreed by the Parties, the ^NTELOS-lP shall be at the ^LATA Boundary in Ohio in the ^Verizon Local Calling Area. For purposes of this Section 7.1.^1.1, Ver^izon Local Calling Areas shall be as defined by ^Verizon and include a non-optional Extended Local Calling Scope Arrangement, but do not include an optional Extended Local Calling Scope

accordance with the preceding sentences of this Section 7.1.1.1, (a) Verizon may pursue available dispute resolution mechanisms; and, (b) NTELOS shall bill and Verizon shall pay the Reciprocal Compensation Traffic Call Termination Rate for the relevant traffic less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from NTELOS or a third party), from the originating Verizon End Office to the receiving NTELOS-113.

7.1.1.2 At any time that NTELOS establishes a Collocation site at a Verizon End Office Wire Center in LATA 324 in which NTELOS is interconnected or requesting interconnection with Verizon, either Party may request in writing that such NTELOS Collocation site be established as the NTELOS-IP for traffic originated by Verizon Customers served by that End Office. Upon such request, the Parties shall negotiate in good faith mutually acceptable arrangements for the transition to such NTELOS-IP. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) NTELOS shall bill and Verizon shall pay the End Office reciprocal compensation rate for the relevant traffic less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from NTELOS or a third party), from the originating Verizon End Office to the receiving NTELOS-IP.

7.1.2 Except as otherwise agreed by the Parties, the Interconnection Point (IP) from which Verizon will provide transport and termination of Reciprocal Compensation Traffic and Measured Internet Traffic to its Customers (uVerizon-IP) shall be as follows:

7.1.2.1 For Reciprocal Compensation Traffic and Measured Internet Traffic delivered by NTELOS to the Verizon terminating End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Chesapeake End Office Switch.

7.1.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such NTELOS-IP is not located at a Collocation site at a Verizon Tandem Wire Center or Verizon End Office Wire Center, then NTELOS shall permit Verizon to establish physical interconnection through collocation or other operationally comparable arrangements acceptable to Verizon at the NTELOS-IP.

7.1.4 Each Party is responsible for delivering its Reciprocal Compensation Traffic and Measured Internet Traffic that is to be terminated by the other Party to the other Party's relevant IP.

7.2 Reciprocal Compensation.

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7.2.1 The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic delivered to the terminating Party in accordance with Section 251 (b) (5) of the Act at the rates stated in the Pricing Attachment. These rates are to be applied at the NTELOS-IP for traffic delivered by Verizon for termination by NTELOS, and at the Verizon-IP for traffic delivered by

^NTELOS f^or termination by ^Verizon. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the ^IP to the Customer of Reciprocal Compensation Traffic delivered to the ^Verizon-IP by NTEL^OS or the ^NTELOS-IP by ^Verizon. The designation of traffic as Reciprocal Compensation Traffic f^or purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete ^end-to-end communication.

7.2.2 For purposes of the traffic exchanged under this Agreement, which is limited to the traffic described in Section 1.1 of this Agreement, the Parties agree that Ver^izon will deliver Reciprocal Compensation Traffic and Measured Internet Traffic to ^NTELOS at the ^NTELOS-IP, and that ^NTELOS will not terminate any Reciprocal Compensation Traffic or Measured Internet Traffic in Ohio under this Agreement.

7.3 Traffic Not Subject to Reciprocal Compensation.

7.3.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access, Information Access. or exchange services for Exchange Access or Information Access.

7.3.2 Reciprocal Compensation shall not apply to Internet Traffic.

7.3.2.1 The determination of whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the FCC Internet Order f^or rebutting such presumption before the Commission).

7.3.3 Reciprocal Compensation shall not apply to To^H Traffic, including, but not limited to, calls originated on a I+ ^presubscription basis, or on a casual dialed ^(IOXXX/101XX.XX) basis.

7.3.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Scope Arrangement Traffic.

7.3.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

7.3.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.

7.3.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic.

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7.4 The Reciprocal Compensation Traffic call termination rates (including, but not limited to, the Reciprocal Compensation per minute of use rates) billed by ^NTELOS to Ver^izon shall not exceed the Reciprocal Compensation Traffic call termination rates (including, but not limited to, Reciprocal Compensation per minute of use rates) billed by ^Verizon to ^NTELOS.

8, Other Types of Traffic

8.^1 Notwithstanding any other provision of this Agreement or any Tariff. (a) the

Parties' rights and obligations with respect to any ^intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, ^ (b) a Party shall not be obligated to pay any ^intercarrier compensation for ^internet Traffic that is in excess of the ^intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.

^8.2 Subject to Section 8.1 above, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic shall be governed by the applicable provisions of this Agreement and applicable Tariffs.

8.3 For any traffic originating with a third party carrier and delivered by ^NTELOS to Verizon, ^NTELOS shall pay Ver^izon the same amount that such third party carrier would have been obligated to pay ^Verizon for termination of that traffic at the location the traffic is delivered to Ver^izon by ^NTELOS.

^8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

8.5 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as 'local' in its Customer Tariffs.

8.6 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per Calendar Year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit^ (s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.

8.7 Interconnection Points.

8.7.1 The ^IP of a Party ('Receiving Party') for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the ^IP of the Receiving Party f^or Reciprocal Compensation Traffic under Section 7^A above.

8.7.2 Except as otherwise set forth in the applicable Tariff of a Party ('Receiving Party^o) that receives Toll Traffic from the other Party, the ^IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the ^IP of the Receiving Party f^or Reciprocal Compensation Traffic under Section 7.1 above.

8.7.3 The ^IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall

be as specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.

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10. [intentionally Left Blank]

11 . [Intentionally Left Blank]

^11 [Intentionally Left Blank]

13. [intentionally Left Blank]

^14. Joint Network Implementation and Grooming Process; and Installation, Maintenance, Testing and Repair

14.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia.

14.^1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design-blocking objective of B.01.

14.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

14.1.3 disaster recovery provision escalations; and

14.1.4 such other matters as the Parties may agree.

14.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party.

If either Party is unable to fulfill its obligations under this Section 14.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.

14.3 Forecasting Requirements for Trunk Provisioning

Within ninety (90) days of executing this Agreement, NTELOS shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Interconnection

Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than

semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location (ACTL), traffic type (Reciprocal Compensation etc.), code (identifies trunk group), A location/Z location (CLLI codes for NTELOS-IPs and Verizon-IPs), interface type (e.g., DS-1), and trunks in service each year (cumulative).

14.3.1 Initial Forecasts Trunking Requirements. Verizon will be largely dependent on NTELOS to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (to Verizon) traffic. To the extent the parties use One-Way Interconnection Trunks, Verizon will, as an initial matter provide the same number of trunks to terminate Reciprocal Compensation Traffic to NTELOS as NTELOS provides to terminate Reciprocal Compensation Traffic to Verizon. At Verizon's discretion, when NTELOS expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the number of trunks NTELOS suggests; provided, however, that in all cases Verizon's provision of the forecasted number of trunks to NTELOS is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and NTELOS's previous forecasts have proven to be reliable and accurate.

14.3.1.1 Monitoring and Adjusting Forecasts. Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at NTELOS's suggestion or request pursuant to the procedures identified in Section 14.3.1. At the end of such ninety (90) day period, Verizon may disconnect Verizon's trunks that based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, Verizon determines that any Verizon trunks in the trunk group in excess of two (2) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CGS and blocking percentages), then Verizon may hold NTELOS financially responsible for the excess facilities.

14.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional Verizon trunk groups that NTELOS suggests or requests Verizon to establish. If, after any such (90) day period, Verizon determines that any Verizon trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold NTELOS financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, NTELOS may request that Verizon disconnect Verizon's trunks to meet a revised forecast. In such instances, Verizon may hold NTELOS financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

PRICING ATTACHMENT

General

1.1 As used in this Attachment, the term "Charge" means the rates, fees, charges

and prices for a Service.

1.2 Except as stated in Section 3, below, Charges for Services shall be as stated in this Section 1.

1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.

1.4 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Appendix A of this Pricing Attachment.

1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.

1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.

1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.

1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. [intentionally Left Blank]

3. NTELOS Prices

Notwithstanding any other provision of this Agreement, the Charges that NTELOS bills

Verizon for NTELOS's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent the NTELOS has demonstrated to Verizon, or, at Verizon's request, to the Commission or the FCC, that NTELOS's cost to provide such NTELOS Services to Verizon exceeds the Charges for Verizon's comparable Services.

4. Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with

Section 271(c)(2)(B) of the Act provides a Service under this Agreement that Verizon is

not required to provide by Section 251 of the Act, Verizon shall have the right to establish

Charges for such Service in a manner that differs from the manner in which under Applicable Law (including, but not limited to, Section 252(d) of the Act)

Charges must be

set for Services provided under Section 251.

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Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of the Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

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APPENDIX A TO THE PRICING ATTACHMENT

1. Rates and Charges for Transportation and Termination of Traffic

A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS

Service or Element Description: Recurring Charges: Non-Recurring Charge:

1. Reciprocal Compensation Traffic Call

Termination Rate, per

Reciprocal Compensation Traffic Delivered at June 14, 2001 through Not Applicable

Verizon Interconnection Point December 13, 2001 -

\$0.0015 per minute of

use

December 14, 2001

through June 13, 2003 -

\$0.0010 per minute of

use

June 14, 2003 and

thereafter - \$0.0007 per

minute of use

2. Multiplexing Charge per FCC No. 14, Section 5.7.6

3. Special Transport Charge (per mile) per FCC No. 14, Section 5.7.7.A

4. Special Transport Termination Charge (fixed) per FCC No. 14, Section 5.7.7.A

The charges for Reciprocal Compensation Traffic Call Termination set out in this Section ^A.1, ^'Reciprocal Compensation Traffic Call Termination,' are adopted pursuant to Paragraphs 89 through 94 of the FCC Internet Order. Th^e dates shown in this schedule are not intended to modify the Term of the Agreement or to affect either Party's right to exorcise any right of termination it may have under the Agreement.

2 Unless otherwise required by Applicable Law and notwithstanding Section 1.3 and the flat sentence of Section 1.5 of this Pricing Attachment, the rates provided for in Section I.A^1 above shell apply until such time as t^hey am replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.