

Large Filing Separator Sheet

Case Number: 08-537-TP-ARB

File Date: 4/21/08

Section: 1 of 11

Number of Pages: 200

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NC

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
 (Effective: 01/18/2008)

FILE

2172

In the Matter of the Application of Intrado Communications Inc. for)
 Arbitration with Cincinnati Bell Telephone Company.)

TRF Docket No. 90-8000Case No. 08 - 537 - **TP** - **ARB**

NOTE: Unless you have reserved a Case # or are filing a Contract,
 leave the "Case No" fields BLANK.

Name of Registrant(s) Intrado Communications Inc.

DBA(s) of Registrant(s) _____

Address of Registrant(s) 1601 Dry Creek Drive, Longmont, CO 80503Company Web Address www.intrado.comRegulatory Contact Person(s) Eric Sorenson, Director Regulatory Compliance Phone 720-494-5800 Fax 720-494-6600Regulatory Contact Person's Email Address regulatory@intrado.comContact Person for Annual Report Colleen LocketPhone 720-494-5800

Address (if different from above) _____

Consumer Contact Information Eric SorensonPhone 720-494-5800

Address (if different from above) _____

Motion for protective order included with filing? ☐ Yes ☒ NoMotion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

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Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input checked="" type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, _____, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) _____ at (Location) _____

*(Signature and Title) _____ (Date) _____

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Sally W. Bloomfield verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) Sally W. Bloomfield
Sally W. Bloomfield, Outside Legal Counsel

(Date) April 21, 2008

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

**Before the
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Petition
of Intrado Communications Inc. for Arbitration
Pursuant to Section 252(b) of the Communications Act
of 1934, as amended, to Establish an Interconnection
Agreement with Cincinnati Bell Telephone Company

Case No. 08-TP-537-ARB

PETITION FOR ARBITRATION

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Its Attorneys

Dated: April 21, 2008

TABLE OF CONTENTS

	<u>Page</u>
PARTIES	1
INTRODUCTION AND OVERVIEW	3
BACKGROUND	5
RESOLVED ISSUES	8
UNRESOLVED ISSUES LIST	16
FACTUAL BACKGROUND	17
UNRESOLVED ISSUES	21
I. INTRADO COMM IS ENTITLED TO SECTION 251(C) INTERCONNECTION (RECITAL C.).....	21
II. PHYSICAL ARCHITECTURE	25
A. Point of Interconnection (Sections 3.2.2, 3.3.3)	25
B. Routing of E-911 Traffic (Section 3.8.7.3)	28
C. Third Party Originated 911 Traffic (Sections 3.8.7, 8.2).....	29
D. Trunking, Redundancy, and Diversity (Sections 3.8.7.2, 3.8.7.8).....	30
III. PRICING (SECTION 3.8.7.1, PRICING SCHEDULE)	31
CONCLUSION.....	33
CERTIFICATE OF SERVICE	
LIST OF ATTACHMENTS	

**Before the
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Petition
of Intrado Communications Inc. for Arbitration
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Agreement with Cincinnati Bell Telephone Company

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) Case No. 08-TP-537-ARB
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PETITION FOR ARBITRATION

Intrado Communications Inc. ("Intrado Comm"), through its attorneys, hereby petitions the Public Utilities Commission of Ohio ("Commission") for arbitration of certain rates, terms, and conditions for interconnection and related arrangements with Cincinnati Bell Telephone Company ("CBT") pursuant to Section 252(b) of the Communications Act of 1934, as amended ("Act").^{1/}

PARTIES

1. The complete name and business address of the petitioner in this matter is:

Intrado Communications Inc.
1601 Dry Creek Drive
Longmont, CO 80503

Intrado Comm is certified as a competitive emergency telecommunications services provider in Ohio, and is a "telephone company" as that term is defined under Ohio law.^{2/} For purposes of the Act, Intrado Comm is a "telecommunications carrier."^{3/}

^{1/} 47 U.S.C. § 252(b).

^{2/} Case No. 07-1199-TP-ACE, *In the Matter of the Application of Intrado Communications, Inc. to Provide Competitive Local Exchange Services in the State of Ohio*, Finding and Order (Feb. 5, 2008) ("Ohio Certification Order"); Entry on Rehearing (Apr. 2, 2008) ("Ohio Certification Rehearing Order").

^{3/} 47 U.S.C. §§ 153(26), (44).

2. A copy of all pleadings, discovery, orders, and other papers in this matter should be served on Intrado Comm's representatives, whose respective contact information is as follows:

Chérie R. Kiser
Angela F. Collins
Cahill Gordon & Reindel LLP
1990 K Street, N.W., Suite 950
Washington, D.C. 20006
202-862-8900 (telephone)
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Intrado Communications Inc.
1601 Dry Creek Drive
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720-494-5800 (telephone)
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Rebecca.Ballesteros@Intrado.com

3. The respondent in this matter is Cincinnati Bell Telephone Company:

Gary Peddicord
Director - Carrier Operations and Negotiations
Cincinnati Bell Telephone Company
221 E. Fourth Street
Cincinnati, Ohio 45201-2301
513-565-3800 (telephone)
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Attorney for Cincinnati Bell Telephone Company
441 Vine Street, Suite 4192
Cincinnati, Ohio 45202
513-621-6709 (telephone)
513-621-6981 (facsimile)
dhart@douglasshart.com

CBT is an “incumbent local exchange carrier” under the terms of the Act.^{4/}

INTRODUCTION AND OVERVIEW

Historically, regulation of telephone companies was premised on the belief that service could be provided at the lowest cost to the maximum number of consumers through a regulated monopoly network. As such, incumbent local exchange carriers (“ILECs”), such as CBT, were tasked with providing telecommunications services, which included implementing, operating, and maintaining the 911 network in the United States. The Telecommunications Act of 1996^{5/} fundamentally changed that by requiring the opening of the local exchange access markets to competition. Consistent with the goals of this state and Congress to promote competition in all segments of the communications market generally and to promote reliability and redundancy in the 911 network specifically,^{6/} Intrado Comm seeks physical interconnection with CBT to offer competitive emergency services in Ohio, including a competitive alternative to the ILEC 911 network provided to Public Safety Answering Points (“PSAPs”) and other public safety agencies. A critical component of providing such services as a facilities-based carrier is a mutually beneficial interconnection agreement with the ILEC. The interconnection agreement is the underpinning of the business relationship between Intrado Comm and CBT, and is necessary

^{4/} 47 U.S.C. § 251(h).

^{5/} Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. §§ 151, *et seq.* (1996)).

^{6/} See, e.g., OHIO REVISED CODE § 4931.65 (providing special funding to counties to support the costs of upgrading E911 systems).

to ensure end users receive seamless service that is of the highest quality.

The 911/E-911 services Intrado Comm intends to offer are not new, but are based on enhanced IP-technology. Many years ago, the Federal Communications Commission (“FCC”) determined that outages affecting 911 facilities are especially significant because of the risks to public safety, and therefore encouraged the use of diversity in the network to avoid single points of vulnerability within a 911 system.^{7/} PSAPs likewise have been working with non-ILEC service providers since the passage of the Telecommunications Act in 1996 and the FCC’s mandate that wireless carriers provide E-911 services to their customers.^{8/} Through its interconnection agreement with CBT, Intrado Comm will be able to provide the types of innovative solutions contemplated by the Act and the FCC, and desperately sought by public safety agencies, Voice over Internet Protocol (“VoIP”) service providers, and other communications providers. Consistent with this Commission’s findings, other states have also recognized the public benefits of Intrado Comm’s competitive 911 offering.^{9/}

Intrado Comm and CBT, however, have been unable to reach a mutually beneficial co-carrier arrangement for interconnection of CBT’s and Intrado Comm’s networks to enable Intrado Comm to provide its competitive services to Ohio public safety agencies. Intrado Comm is poised to offer an alternative, IP-based technology that will “enable the public safety community to focus on future needs rather than requiring more from legacy systems, offer more redundancy and flexibility, and contribute greatly to improving compatibility between public

^{7/} See, e.g., *Amendment of Part 63 of the Commission’s Rules to Provide for Notification by Common Carriers of Service Disruptions*, 10 FCC Rcd 11764, ¶ 7, n.32 (1995).

^{8/} See, e.g., *Revision of the Commission’s Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, 11 FCC Rcd 18676 (1996) (adopting rules governing the provision of E-911 service by wireless carriers).

^{9/} See, e.g., Case No. 04-0102-T-GI, *Frontier Communications of West Virginia, et al. General Investigation into the Provision of Data Base Management Services and into Who Pays the Costs of Such Services*, Commission Order (W.Va. P.S.C. Nov. 20, 2007) (recognizing “competitive entry by other providers of E911 services” will “provide more purchasing options to PSAPs”).

safety systems that operate using different proprietary standards.”^{10/} Accordingly, Intrado Comm is eager to reach agreement with CBT so that Intrado Comm can begin offering its services to PSAPs in Ohio.

BACKGROUND

Intrado Comm has authority to operate as a competitive emergency services telecommunications provider in Ohio.^{11/} Intrado Comm and its affiliates also hold authority to provide competitive local telecommunications services in thirty-seven other states and have entered into interconnection agreements with AT&T affiliates in Illinois and California, as well as agreements with Qwest. Intrado Inc., the parent company of Intrado Comm, was founded in 1979. The companies combined are the nation’s leading providers of sophisticated solutions that identify, manage, and deliver mission critical information for telecommunications providers and public safety organizations. Intrado Comm provides telecommunications services that facilitate, enhance, and advance the provision of emergency services throughout the United States to end users such as public safety agencies or governmental 911 authorities.

Intrado Comm’s 911/E-911 service offering provides routing, transmission, and transport of traditional and non-traditional emergency call traffic to the appropriate PSAP. In addition, by aggregating emergency call traffic, Intrado Comm’s services reduce the number of facilities that must interconnect with ILEC selective routers, resulting in a more efficient use of the telecommunications network. In geographic areas where Intrado Comm serves as the Designated E-911 Service Provider, carriers need only coordinate and interconnect with Intrado Comm, reducing the ILEC’s administrative responsibilities because the ILEC will not be

^{10/} *Recommendations of the Independent Panel Reviewing the Impact of Hurricane Katrina on Communications Networks*, 22 FCC Rcd 10541, ¶¶ 74-75, 80-82 (2007).

^{11/} *See generally Ohio Certification Order; Ohio Certification Rehearing Order.*

required to coordinate and interconnect with other carriers to handle their 911/E-911 calls. In addition, Intrado Comm offers its end users and the interconnecting ILEC assurance that emergency call traffic will be passed to the PSAP network through redundant, self-healing facilities provided by Intrado Comm.^{12/}

Intrado Comm will provide efficient and reliable transport of emergency call traffic as well as state-of-the-art database management services. These database management services provide enhanced Automatic Number Identification (“ANI”) and Automatic Location Identification (“ALI”) services to end users of wireline, wireless, VoIP, and telematics service providers. Such advanced services allow PSAPs to provide quicker and more accurate emergency services, saving innumerable lives. Intrado Comm can provide an enhanced 911 product for both users of emergency services and providers of emergency response systems.

In order to provide competitive emergency services that include the routing, transport, and database management services essential for access to emergency services, Intrado Comm must interconnect its network with the ILECs that have connections with and provide services to PSAPs and other end users. Both the Act and Ohio law, entitle Intrado Comm to interconnect its network with CBT’s network. Intrado Comm is eager to reach agreement with CBT so that Intrado Comm can begin offering its services to further benefit Ohio consumers and public safety agencies.

^{12/} As the Designated E-911 Service Provider, Intrado Comm routes, transmits, and transports 911 and emergency call traffic from end users of wireline, wireless, VoIP, and telematics service providers to the appropriate PSAP. The PSAP may be Intrado Comm’s end user or it may be CBT’s or another third party carrier’s end user. The method of transmission of the 911 and emergency call traffic to Intrado Comm’s network is transparent to the PSAP. All necessary conversion functions and special applications necessary to transport calls and information from wireless and telematics end users calling 911 or requesting emergency assistance are made within Intrado Comm’s network. The PSAP that receives a 911 call from a wireless, telematics, or VoIP service provider end user will be able to process such calls in a manner no different than currently used to process such 911 calls.

The Act requires CBT, as an ILEC, to negotiate in good faith the terms and conditions of interconnection agreements to fulfill its obligations under the Act.^{13/} Although the Parties have reached agreement on the majority of the interconnection agreement provisions, to date the Parties have been unable to reach a comprehensive negotiated agreement as contemplated by Section 252 of the Act. Once a competitor submits a request for interconnection, Section 252(b) permits either party to the negotiation to petition a state commission to “arbitrate any open issues” unresolved by voluntary negotiations.^{14/} Ohio law provides for similar interconnection and, if unresolved, a party may petition this Commission for arbitration.^{15/} As Intrado Comm and CBT have not reached a voluntary negotiated agreement, Intrado Comm hereby files this Petition.

In accordance with Section 252(b)(2) of the Act and applicable Ohio statutes and rules, Intrado Comm provides “all relevant documentation concerning - (i) the unresolved issues; (ii) the position of each of the parties with respect to those issues; and (iii) any other issue discussed and resolved by the parties.”^{16/} All relevant documents are affixed as Attachments 1 through 15.

The remainder of the Petition will detail the unresolved issues identified by the Parties during negotiations, and Intrado Comm’s and CBT’s positions on each issue.^{17/} A brief summary of each Party’s position is also included in the Matrix in Attachment 2 to the Petition. With the Commission’s assistance, Intrado Comm hopes to secure prompt resolution of the outstanding issues set forth herein.

^{13/} 47 U.S.C. § 251(c)(1).

^{14/} 47 U.S.C. § 252(b)(1). Pursuant to that provision, either party may petition the State commission for arbitration during the period from the 135th day to the 160th day (inclusive) after the date on which the incumbent carrier received the request for negotiation. Pursuant to mutual agreement of the Parties, the 160th day is April 21, 2008.

^{15/} OHIO ADMIN. CODE RULE § 4901:1-7-06.

^{16/} 47 U.S.C. § 252(b)(2)(A); OHIO ADMIN. RULE § 4901:1-7-09.

^{17/} 47 U.S.C. § 252(b)(2).

RESOLVED ISSUES

The Parties have resolved the following sections of the interconnection agreement as reflected in the Intrado Comm Proposed Interconnection Agreement set forth in Attachment 1:

ARTICLE I DEFINITIONS AND CONSTRUCTION

- 1.1 STRUCTURE
- 1.2 DEFINED TERMS
- 1.3 INTERPRETATION
- 1.4 JOINT WORK PRODUCT

ARTICLE II GENERAL SERVICE-RELATED PROVISIONS

- 2.1 INTERCONNECTION ACTIVATION DATE
- 2.2 BONA FIDE REQUEST
- 2.3 TECHNICAL REFERENCES
- 2.4 AVAILABILITY OF SERVICES

ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(C)(2)

- 3.1 SCOPE
- 3.4 ADDITIONAL INTERCONNECTION IN EXISTING LATA
- 3.5 NONDISCRIMINATORY INTERCONNECTION
- 3.6 NETWORK MANAGEMENT
- 3.7 STANDARDS OF PERFORMANCE

ARTICLE IV TRANSMISSION AND ROUTING OF TRAFFIC PURSUANT TO SECTION 251(C)(2)

- 4.1 SCOPE OF TRAFFIC
- 4.2 LIMITATIONS
- 4.3 TRUNK GROUP ARCHITECTURE AND TRAFFIC ROUTING
- 4.4 SIGNALING
- 4.5 GRADES OF SERVICE
- 4.6 MEASUREMENT AND BILLING
- 4.7 RECIPROCAL COMPENSATION ARRANGEMENTS -- SECTION 251(B)(5)

ARTICLE V TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(C)(2)

- 5.1 SCOPE OF TRAFFIC
- 5.2 TRUNK GROUP ARCHITECTURE AND TRAFFIC ROUTING
- 5.3 LOGICAL TRUNK GROUPS
- 5.4 END OFFICE ACCESS

ARTICLE VI MEET POINT BILLING ARRANGEMENTS

- 6.1 MEET-POINT BILLING SERVICES
- 6.2 DATA FORMAT AND DATA TRANSFER
- 6.3 ERRORS OR LOSS OF ACCESS USAGE DATA
- 6.4 PAYMENT
- 6.5 ADDITIONAL LIMITATION OF LIABILITY APPLICABLE TO MEET-
POINT BILLING ARRANGEMENTS

ARTICLE VII BLV/BLVI TRAFFIC

- 7.1 BUSY LINE VERIFICATION
- 7.2 BUSY LINE VERIFICATION INTERRUPT
- 7.3 BLV/BLVI TRAFFIC
- 7.4 BLV/BLVI COMPENSATION

ARTICLE VIII TRANSIT SERVICE

- 8.1 TRANSIT SERVICE
- 8.3 COMPENSATION FOR TRANSIT SERVICE
- 8.4 DURATION OF OBLIGATION
- 8.5 SIGNALING
- 8.6 OBLIGATIONS OF TERMINATING CARRIER

ARTICLE IX UNBUNDLED ACCESS SECTION 251(C)(3)

- 9.1 ACCESS TO NETWORK ELEMENTS
- 9.2 NETWORK ELEMENTS
- 9.3 COMBINATION OF NETWORK ELEMENTS
- 9.4 NONDISCRIMINATORY ACCESS TO AND PROVISION OF NETWORK
ELEMENTS
- 9.5 PROVISIONING OF NETWORK ELEMENTS
- 9.6 AVAILABILITY OF ADDITIONAL OR DIFFERENT QUALITY NETWORK
ELEMENTS
- 9.7 PRICING OF UNBUNDLED NETWORK ELEMENTS
- 9.8 BILLING
- 9.9 MAINTENANCE OF UNBUNDLED NETWORK ELEMENTS
- 9.10 STANDARDS OF PERFORMANCE

**ARTICLE X RESALE AT WHOLESALE RATES – SECTION 251(C)(4)
RESALE AT RETAIL RATES – SECTION 251(B)(1)**

- 10.1 TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE AT
WHOLESALE RATES

- 10.2 TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE AT RETAIL RATES
- 10.3 LIMITATIONS ON AVAILABILITY OF RESALE SERVICES
- 10.4 ADDITIONAL CHARGES FOR RESALE SERVICES
- 10.5 RESTRICTIONS ON RESALE SERVICES
- 10.6 NEW RESALE SERVICES; CHANGES IN PROVISION OF RESALE SERVICES
- 10.7 OPERATIONS SUPPORT SYSTEMS FUNCTIONS
- 10.8 NONDISCRIMINATORY PROVISION OF RESALE SERVICES
- 10.9 STANDARDS OF PERFORMANCE
- 10.10 BRANDING
- 10.11 PRIMARY LOCAL EXCHANGE AND INTEREXCHANGE CARRIER SELECTIONS
- 10.12 FUNCTIONALITY REQUIRED TO SUPPORT RESALE SERVICE
- 10.13 SERVICE FUNCTIONS
- 10.14 RESPONSIBILITIES OF INTRADO COMM
- 10.15 RESPONSIBILITIES OF CBT
- 10.16 EXCHANGE OF BILLING INFORMATION
- 10.17 USE OF SERVICE

ARTICLE XI NOTICE OF CHANGES SECTION 251(C)(5)

ARTICLE XII COLLOCATION SECTION 251(C)(6)

- 12.1 PHYSICAL COLLOCATION
- 12.2 VIRTUAL COLLOCATION IN PHYSICAL COLLOCATION SPACE
- 12.3 VIRTUAL COLLOCATION IN VIRTUAL COLLOCATION SPACE
- 12.4 NONDISCRIMINATORY COLLOCATION
- 12.5 ELIGIBLE EQUIPMENT
- 12.6 TRANSMISSION FACILITY OPTIONS
- 12.7 INTERCONNECTION WITH OTHER COLLOCATED CARRIERS
- 12.8 INTERCONNECTION POINTS AND CABLES
- 12.9 ALLOCATION OF COLLOCATION SPACE
- 12.10 PROTECTION OF SERVICE AND PROPERTY
- 12.11 SUBCONTRACTOR AND VENDOR APPROVAL
- 12.12 DELIVERY OF COLLOCATED SPACE
- 12.13 TERMS OF COLLOCATION
- 12.14 TERMS OF VIRTUAL COLLOCATION
- 12.15 COMMON REQUIREMENTS
- 12.16 ADDITIONAL PHYSICAL COLLOCATION REQUIREMENTS
- 12.17 INDEMNIFICATION
- 12.18 PRICING
- 12.19 CANCELLATION

ARTICLE XIII NUMBER PORTABILITY SECTION 251(B)(2)

- 13.1 PROVISION OF LOCAL NUMBER PORTABILITY

13.2 PROCEDURES FOR PROVIDING LNP

ARTICLE XIV DIALING PARITY -- SECTION 251(B)(3)

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

15.1 DIRECTORY LISTINGS

15.2 DIRECTORY ASSISTANCE LISTINGS

**ARTICLE XVI ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY
- SECTIONS 251(B)(4) AND 224**

16.1 STRUCTURE AVAILABILITY

16.2 FRANCHISES, PERMITS AND CONSENTS

16.3 ACCESS AND MODIFICATIONS

16.4 INSTALLATION AND MAINTENANCE RESPONSIBILITY

16.5 EMERGENCY REPAIRS

16.6 INSTALLATION AND MAINTENANCE STANDARDS

16.7 IMPLEMENTATION TEAM

16.8 ACCESS REQUESTS

16.9 UNUSED SPACE

16.10 MAINTENANCE DUCTS

16.11 APPLICABILITY

16.12 OTHER ARRANGEMENTS

16.13 COST OF CERTAIN MODIFICATIONS

16.14 MAPS AND RECORDS

16.15 INTRADO COMM ACCESS

16.16 OCCUPANCY PERMIT

16.17 INSPECTIONS

16.18 DAMAGE TO ATTACHMENTS

16.19 CHARGES

16.20 NONDISCRIMINATION

16.21 INTERCONNECTION

16.22 COST IMPUTATION

16.23 STRUCTURE LEASING COORDINATOR

16.24 STATE REGULATION

16.25 ABANDONMENTS, SALES OR DISPOSITIONS

ARTICLE XVII SERVICE PERFORMANCE MEASUREMENT AND CREDITS

ARTICLE XVIII IMPLEMENTATION TEAM

ARTICLE XIX GENERAL RESPONSIBILITIES OF THE PARTIES

19.1 COMPLIANCE WITH IMPLEMENTATION SCHEDULE

- 19.2 COMPLIANCE WITH APPLICABLE LAW
- 19.3 NECESSARY APPROVALS
- 19.4 ENVIRONMENTAL HAZARDS
- 19.5 FORECASTING REQUIREMENTS
- 19.6 CERTAIN NETWORK FACILITIES
- 19.7 TRAFFIC MANAGEMENT AND NETWORK HARM
- 19.8 INSURANCE
- 19.9 LABOR RELATIONS
- 19.10 GOOD FAITH PERFORMANCE
- 19.11 RESPONSIBILITY TO CUSTOMERS
- 19.12 UNNECESSARY FACILITIES
- 19.13 COOPERATION
- 19.14 NXX CODE ADMINISTRATION
- 19.15 LERG LISTINGS
- 19.16 LERG USE
- 19.17 SWITCH PROGRAMMING
- 19.18 TRANSPORT FACILITIES

ARTICLE XX PROPRIETARY INFORMATION

- 20.1 DEFINITION OF PROPRIETARY INFORMATION
- 20.2 DISCLOSURE AND USE
- 20.3 GOVERNMENT DISCLOSURE
- 20.4 OWNERSHIP
- 20.5 EQUITABLE RELIEF

ARTICLE XXI TERM AND TERMINATION

- 21.1 TERM
- 21.2 RENEGOTIATION OF CERTAIN TERMS
- 21.3 DEFAULT
- 21.4 TRANSITIONAL SUPPORT
- 21.5 PAYMENT UPON EXPIRATION OR TERMINATION

ARTICLE XXII DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

ARTICLE XXIII CANCELLATION CHARGES

ARTICLE XXIV SEVERABILITY

- 24.1 SEVERABILITY
- 24.2 NON-CONTRAVENTION OF LAWS

ARTICLE XXV INDEMNIFICATION

- 25.1 GENERAL INDEMNITY RIGHTS

- 25.2 INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION
- 25.3 ENVIRONMENTAL CONTAMINATION
- 25.4 INDEMNIFICATION PROCEDURES

ARTICLE XXVI LIMITATION OF LIABILITY

- 26.1 LIMITED RESPONSIBILITY
- 26.2 APPORTIONMENT OF FAULT
- 26.3 DAMAGES
- 26.4 REMEDIES

ARTICLE XXVII BILLING

- 27.1 BILLING
- 27.2 RECORDING
- 27.3 PAYMENT OF CHARGES
- 27.4 LATE PAYMENT CHARGES
- 27.5 FAILURE TO PAY
- 27.6 TERMINATION FOR NONPAYMENT
- 27.7 ADJUSTMENTS
- 27.8 INTEREST ON UNPAID OR OVERBILLED AMOUNTS
- 27.9 SINGLE POINT OF CONTACT

ARTICLE XXVIII DISPUTED AMOUNTS, AUDIT RIGHTS AND DISPUTE RESOLUTION

- 28.1 DISPUTED AMOUNTS
- 28.2 AUDIT RIGHTS
- 28.3 DISPUTE ESCALATION AND RESOLUTION
- 28.5 EQUITABLE RELIEF

ARTICLE XXIX REGULATORY APPROVAL

- 29.1 COMMISSION APPROVAL
- 29.2 TARIFFS
- 29.3 AMENDMENT OR OTHER CHANGES TO THE ACT; RESERVATION OF RIGHTS
- 29.4 REGULATORY CHANGES
- 29.5 INTERIM RATES

ARTICLE XXX REFERRAL ANNOUNCEMENT

ARTICLE XXXI MISCELLANEOUS

- 31.1 AUTHORIZATION
- 31.2 DESIGNATION OF AFFILIATE

- 31.3 SUBCONTRACTING
- 31.4 INDEPENDENT CONTRACTOR
- 31.5 FORCE MAJEURE
- 31.6 GOVERNING LAW
- 31.7 TAXES
- 31.8 NON-ASSIGNMENT
- 31.9 NON-WAIVER
- 31.10 NOTICES
- 31.11 PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS
- 31.12 NONEXCLUSIVE DEALINGS
- 31.13 SECTION 252(I) OBLIGATIONS
- 31.14 NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY
- 31.15 NO LICENSE
- 31.16 SURVIVAL
- 31.17 SCOPE OF AGREEMENT
- 31.18 COUNTERPARTS
- 31.19 RESERVATION OF RIGHTS
- 31.20 ENTIRE AGREEMENT

LIST OF SCHEDULES

- | | |
|----------------|--|
| SCHEDULE 1.2 | DEFINITIONS |
| SCHEDULE 2.1 | IMPLEMENTATION SCHEDULE OHIO |
| SCHEDULE 2.2 | BONA FIDE REQUEST PROCESS |
| SCHEDULE 2.3 | TECHNICAL REFERENCE SCHEDULE |
| SCHEDULE 3.7 | CBT INTERCONNECTION PERFORMANCE
BENCHMARKS |
| SCHEDULE 4.7 | CONNECTIVITY BILLING AND RECORDING |
| SCHEDULE 6.0 | MEET-POINT BILLING RATE STRUCTURE |
| SCHEDULE 9.2.1 | LOCAL LOOPS |
| SCHEDULE 9.2.2 | UNBUNDLED ACCESS TO NETWORK INTERFACE
DEVICES |
| SCHEDULE 9.2.4 | INTEROFFICE TRANSMISSION FACILITIES |
| SCHEDULE 9.2.6 | OPERATIONS SUPPORT SYSTEMS FUNCTIONS |
| SCHEDULE 9.2.7 | SUBLOOPS |

SCHEDULE 9.3.2	COMBINATIONS
SCHEDULE 9.5	PROVISIONING OF NETWORK ELEMENTS
SCHEDULE 9.5.4	COORDINATED INSTALLATION PROCESS FOR UNBUNDLED LOOPS
SCHEDULE 9.10	NETWORK ELEMENT PERFORMANCE BENCHMARKS AND PARITY MEASUREMENTS
SCHEDULE 10.1	WHOLESALE RESALE SERVICES
SCHEDULE 10.3.1	GRANDFATHERED SERVICES OHIO
SCHEDULE 10.3.2	SCHEDULED TO BE WITHDRAWN SERVICES OHIO
SCHEDULE 10.9	RESALE PERFORMANCE BENCHMARKS AND PARITY MEASUREMENTS
SCHEDULE 10.11.1	FORM OF REPRESENTATION OF AUTHORIZATION
SCHEDULE 10.12.5	LAW ENFORCEMENT INTERFACES
SCHEDULE 10.13	RESALE MAINTENANCE PROCEDURES
SCHEDULE 10.13.2	SERVICE ORDERING AND PROVISIONING PROCEDURES AND INTERFACE FUNCTIONALITY
SCHEDULE 10.16	BILLING INFORMATION
SCHEDULE 15	DIRECTORY LISTINGS
SCHEDULE 17.2.4	INCIDENT RELATED SERVICE CREDITS

UNRESOLVED ISSUES LIST

The issues that remain open and require resolution generally fall into the following categories:

- I. INTRADO COMM IS ENTITLED TO SECTION 251(C) INTERCONNECTION AND SECTION 252 ARBITRATION (RECITALS C.)**
- II. PHYSICAL ARCHITECTURE**
 - A. Point of Interconnection and Interconnection of CBT Network to Intrado Comm Network (Sections 3.2.2, 3.3.3)**
 - B. Routing of E-911 Traffic (Section 3.8.7.3)**
 - C. Third Party Traffic (Sections 3.8.7, 8.2)**
 - D. Trunking, Redundancy and Diversity (Sections 3.8.7.2, 3.8.7.8)**
- III. PRICING (Section 3.8.7.1, Pricing Schedules)**

FACTUAL BACKGROUND

On May 18, 2007, Intrado Comm made a request in writing to CBT for negotiation of an interconnection agreement for all states in CBT's territory, including the state of Ohio.^{18/} CBT declined to provide its template interconnection agreement to Intrado Comm claiming, in part, that Intrado Comm did not need interconnection from CBT since its non-CLEC affiliate had obtained interconnection for VoIP 911 services.^{19/} About three months later, on August 8, 2007, CBT agreed to provide Intrado Comm its template interconnection agreement.^{20/} Within a month of sending the template to Intrado Comm, on September 13, 2007, CBT filed for intervention in Intrado Comm's certification proceeding pending before the Commission and asked the Commission to deny Intrado Comm's entrance into the CLEC market in Ohio.^{21/}

On October 22, 2007, Intrado Comm contacted CBT to arrange a negotiation session and to discuss an extension of the arbitration window.^{22/} CBT refused to schedule a negotiation call and refused to extend the arbitration window. As a result, Intrado Comm was forced to once again request interconnection with CBT and re-start the arbitration clock. Thus, on October 29,

^{18/} Letter from Thomas W. Hicks, Intrado Comm, to Gary Peddicord, CBT (May 18, 2007) (Attachment 3).

^{19/} The agreement referenced by CBT is between CBT and Intrado Inc., which is the immediate parent company of Intrado Comm. Intrado Comm is not a party to the agreement and has no contractual relationship with CBT in connection with this agreement. The agreement between Intrado Inc. and CBT is a retail agreement under which CBT provides telephone exchange service and other telecommunications services to Intrado Inc. just as CBT would provide to any other retail customer. The services CBT provides under the agreement as a carrier are similar to the telephone exchange services and telecommunications services that Intrado Comm will provide at retail in Ohio.

^{20/} Email correspondence from Gary Peddicord, CBT, to Thomas Hicks, Intrado Comm (Aug. 8, 2007), and accompanying attachments (Attachment 4).

^{21/} Case No. 07-941-TP-UNC, Memorandum of Cincinnati Telephone Company LLC in Opposition to Intrado Application for Authority to Provide 9-1-1 Emergency Services (filed Sept. 14, 2007). By entry dated October 10, 2007, Case No. 07-941-TP-UNC was closed. Intrado Comm re-filed its certification application on November 19, 2007 in Case No. 07-1199-TP-ACE, and CBT once again opposed Intrado Comm's certification. See Case No. 07-1199-TP-ACE, Objections of Cincinnati Bell Telephone Company LLC in Opposition to Intrado Application to Provide CLEC Services and Request for Suspension (filed Dec. 4, 2007).

^{22/} Email correspondence from Thomas Hicks, Intrado Comm, to Gary Peddicord, CBT (Oct. 23, 2007) (Attachment 5).

2007, over five months after its initial negotiation request, Intrado Comm once again requested in writing to initiate Section 251 negotiations with CBT.^{23/}

On November 2, 2007, the Parties held their initial negotiation call. Prior to the call, Intrado Comm provided CBT with detailed information regarding its planned service offerings, network architecture, and interconnection needs.^{24/} During the call, the Parties discussed Intrado Comm's interconnection needs, planned service areas, and proposed service offerings. The call, in essence, was primarily the sharing of background information.

The Commission approved Intrado Comm's application as a competitive emergency services telecommunications carrier ("CESTC") in Ohio on February 2, 2008.^{25/} Intrado Comm later provided CBT with its initial mark-up of the substantive provisions of CBT's template agreement ("Intrado Comm March 19 Draft") and requested to schedule negotiation sessions with CBT.^{26/} Intrado Comm requested negotiations with CBT again on March 25, 2008.^{27/}

The Parties held a negotiation call on March 28, 2008. CBT's representatives asked many questions and the Parties engaged in a detailed discussion of Intrado Comm's proposed network arrangements. CBT did not provide a response to the Intrado Comm March 19 Draft. Instead, Intrado Comm provided CBT with a further revised agreement ("Intrado Comm March 31 Draft") to reflect revisions made to some of Intrado Comm's originally proposed language as

^{23/} Letter from Sally Bloomfield, Counsel for Intrado Comm, to Robert Wilhelm, CBT (Oct. 29, 2007) (Attachment 6).

^{24/} Email correspondence from Thomas Hicks, Intrado Comm, to Gary Peddicord, CBT, *and accompanying attachment* (Nov. 2, 2007) (Attachment 7).

^{25/} See generally *Ohio Certification Order; Ohio Certification Rehearing Order*.

^{26/} Email correspondence from Cynthia Clugy, Consultant to Intrado Comm, to Gary Peddicord, CBT, *and accompanying attachments* (Mar. 19, 2008) (Attachment 8).

^{27/} Email correspondence from Cynthia Clugy, Consultant to Intrado Comm, to Gary Peddicord, CBT (Mar. 25, 2008) (Attachment 9).

suggested by CBT on the call.^{28/} Intrado Comm also reiterated its intent to continue negotiating with CBT and requested that the Parties mutually extend the request for negotiations and thereby extend the arbitration window and statutory deadline for filing this Petition to April 21, 2008.^{29/}

The Parties held another negotiation call on April 7, 2008, during which Intrado Comm requested that CBT provide substantive comments on the Intrado Comm March 31 Draft. Intrado Comm received the first redlines from CBT on the proposed language on April 11, 2008 ("CBT April 11 Draft").^{30/} The Parties held a negotiation call on April 15, 2008 to review the redlines from CBT and identify unresolved issues. After the call, Intrado Comm updated the draft agreement to reflect CBT's redlines and Intrado Comm's acceptance of any proposed language, and provided the agreement to CBT along with the issues that Intrado Comm perceived to be unresolved ("Intrado Comm April 16 Draft").^{31/} On April 18, 2008, CBT provided Intrado Comm with the issues that CBT perceived to be unresolved in addition to some notes on other resolved issues.^{32/} After reviewing CBT's correspondence and the draft interconnection agreement, Intrado Comm further revised some of the language at issue and provided that to CBT on April 21, 2008 ("Intrado Comm Proposed Interconnection Agreement").^{33/}

^{28/} Email correspondence from Cynthia Clugy, Consultant to Intrado Comm, to Gary Peddicord, CBT, *and accompanying attachments* (Mar. 31, 2008) (Attachment 10).

^{29/} Letter from Cynthia Clugy, Consultant to Intrado Comm, to Douglas Hart, Counsel for CBT (Apr. 3, 2008) (Attachment 11).

^{30/} Email correspondence from Douglas Hart, Counsel for CBT, to Cynthia Clugy, Consultant for Intrado Comm, *and accompanying attachments* (Apr. 11, 2008) (Attachment 12).

^{31/} Email correspondence from Cynthia Clugy, Consultant for Intrado Comm, to Douglas Hart, Counsel for CBT, *and accompanying attachments* (Apr. 16, 2008) (Attachment 13).

^{32/} Email correspondence from Douglas Hart, Counsel for CBT, to Cynthia Clugy, Consultant for Intrado Comm (Apr. 18, 2008) (Attachment 14).

^{33/} Email correspondence from Angela Collins, Counsel for Intrado Comm, to Douglas Hart, Counsel for CBT (Apr. 21, 2008) (Attachment 15).

While the Parties have made some progress with respect to many sections of the interconnection agreement, certain issues between the Parties remain unresolved. Given Intrado Comm's need to obtain interconnection arrangements in order to rollout its service offerings, Intrado Comm now seeks Commission intervention to ensure the Parties reach a mutually beneficial interconnection agreement in a timely manner. Intrado Comm therefore respectfully requests that the Commission initiate an arbitration proceeding to review and resolve the outstanding issues between the Parties according to the standards outlined by the Act, Ohio law, and consistent with Intrado Comm's stated positions and its proposed language as set forth in the Intrado Comm Proposed Interconnection Agreement contained in Attachment 1.^{34/}

^{34/} Section 252(b)(2)(A)(i) of the Act requires that all unresolved issues be identified by the petitioner. Attachment 1 reflects Intrado Comm's most recent mark-up of CBT's template interconnection agreement as provided to CBT on April 21, 2008. *See* Attachment 15.

UNRESOLVED ISSUES

I. INTRADO COMM IS ENTITLED TO SECTION 251(C) INTERCONNECTION (RECITAL C.)

Intrado Comm is certified by this Commission to offer competitive emergency telecommunications services.^{35/} Standing alone, this certification is sufficient to require CBT to negotiate and interconnect with Intrado Comm as directed by the Commission.^{36/} Notwithstanding that fact, CBT has included in its redlines that Intrado Comm is not eligible for interconnection pursuant Section 251(c) of the Act for all of the services Intrado Comm intends to offer based on CBT's belief that the services provided by Intrado Comm are not telephone exchange services or exchange access services. CBT is wrong under both federal and Ohio law.

Intrado Comm is a telecommunications carrier offering telephone exchange, exchange access, and telecommunications service as those terms are defined in the Act and by the FCC's rules. In 2000, similar claims were raised by AT&T (then SBC) in response to Intrado Comm's (then known as SCC Communications) request for interconnection in California and Illinois. Both the California Public Utilities Commission and the Illinois Commerce Commission rejected AT&T's attempts to block competition with such claims and found Intrado Comm was entitled to interconnection under Section 251(c) and arbitration under Section 252 because it was acting as a telecommunications carrier and provided telephone exchange service, exchange access, and telecommunications services.^{37/} This Commission has also determined that Intrado Comm offers

^{35/} See generally *Ohio Certification Order*; *Ohio Certification Rehearing Order*.

^{36/} *Ohio Certification Order* at 5-6; *Ohio Certification Rehearing Order* at 13-14.

^{37/} See generally Docket No. 00-0769, *Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with SBC Communications Inc.*, Arbitration Decision (I.C.C. Mar. 21, 2001) ("*Illinois Order*"); Decision No. 01-09-048, *Petition of SCC Communications Corp. for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection*

telephone exchange services and therefore is entitled to all rights under Sections 251 and 252 of the Act.^{38/} Similar findings should be made in this arbitration proceeding.

Issue Presented

Whether CBT may deny Intrado Comm its rights under Section 251(c) of the Act by claiming that Intrado Comm does not offer telephone exchange service or exchange access as indicated in CBT's response to the Intrado Comm April 16 Draft.

Intrado Comm Position

Section 251(c) of the Act requires an ILEC, such as CBT, to provide interconnection with a requesting telecommunications carrier^{39/} "for the transmission and routing of telephone exchange service and exchange access."^{40/} As this Commission has determined, Intrado Comm is entitled to all rights under Section 251 of the Act because Intrado Comm offers telecommunications and is considered a "telecommunications carrier" under the Act.^{41/}

Intrado Comm offers telephone exchange service and exchange access service as those terms are defined in the Act.^{42/} The FCC has found that "comparable" services do not need to be

Agreement with SBC Communications Inc., Opinion Affirming Final Arbitrator's Report and Approving Interconnection Agreement (C.P.U.C. Sept. 20, 2001) ("California Order").

^{38/} *Ohio Certification Order* at 5; *Ohio Certification Rehearing Order* 14.

^{39/} 47 U.S.C. § 153(44) (defining "telecommunications carrier" to mean "any provider of telecommunications services"); *see also* 47 U.S.C. § 153(46) (defining "telecommunications service" as the "offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used"). Telecommunications is "the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received." 47 U.S.C. § 153(43).

^{40/} 47 U.S.C. § 251(c)(2)(A).

^{41/} *Ohio Certification Order* at 5; *Ohio Certification Rehearing Order* 14.

^{42/} *Ohio Certification Order* at 5; *Ohio Certification Rehearing Order* 14. A service is a "telephone exchange service" if it (A) "furnish[es] . . . subscribers intercommunicating service of the character ordinarily furnished by a single exchange" or (B) "comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service." 47 U.S.C. § 153(47). "Exchange access" is defined as "the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services." 47 U.S.C. § 153(16).

“‘market substitutes’ for two-way switched voice service.”^{43/} Rather, the “key component” of telephone exchange service is “‘intercommunication’ among subscribers within a local exchange area.”^{44/} Intrado Comm offers “intercommunication among subscribers within a local exchange area” by connecting calls placed by persons in a local exchange area to a relevant PSAP, allowing callers to both communicate to and receive communication from PSAP personnel.^{45/} The call between a caller and the PSAP is unquestionably two-way voice communication because the PSAP can communicate with the caller and vice versa, and one PSAP can communicate and transfer emergency calls to other PSAPs using Intrado Comm’s services. Indeed, Intrado Comm provides a greater degree of intercommunication than is available in fax communications, which the FCC has declared to be telephone exchange service.^{46/}

Telecommunications carriers, such as Intrado Comm, can provide services directly to retail end users or on a wholesale basis to other providers and still qualify for Section 251(c) interconnection rights.^{47/} The FCC has repeatedly held that the term “telecommunications services” is not limited to retail services and specifically includes services offered to other carriers and service providers.^{48/} PSAPs, however, are retail end users that historically have purchased services from ILECs pursuant to ILEC retail tariffs.^{49/}

^{43/} *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rod 385, ¶¶ 30-31 (1999) (“*Advanced Telecommunications Order*”).

^{44/} *Advanced Telecommunications Order* ¶¶ 30-31.

^{45/} *California Order* at 14 (“SCC does provide intercommunication among subscribers, within the meaning of Section 153(47), because by transporting the 9-1-1 call to the appropriate PSAP, SCC enables an end user to talk to someone at the PSAP and vice versa.”); *Illinois Order* at 6 (“SCC also provides service within an exchange, or within a connected system of telephones (sic) exchanges, through a system of switches, transmission and equipment, by which, a subscriber can originate and terminate an emergency or 9-1-1 call. SCC therefore falls within the definition of telephone exchange service found in 47 U.S.C. § 153(47).”).

^{46/} *Advanced Telecommunications Order* ¶ 21.

^{47/} *Ohio Certification Order* at 5; *Ohio Certification Rehearing Order* 13-14.

^{48/} *Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to provide Wholesale*

Providers like Intrado Comm are eligible for interconnection under Section 251(c) of the Act and Ohio law. The FCC has recognized that ILECs are required “to provide access to 911 databases and interconnection to 911 facilities” pursuant to Section 251(c) of the Act.^{50/} In addition, other state commissions have recognized that Intrado Comm’s interconnection relationships are in the public interest: “Moreover, the public interest requires that [Intrado Comm] be subject to common carrier regulation. [Intrado Comm] provides 9-1-1 and emergency services. It is of the utmost importance that the continuance and quality of a 9-1-1 call be preserved and enhanced.”^{51/} Accordingly, Intrado Comm’s proposed language should be adopted.^{52/}

CBT Position

CBT has stated that it does not believe Intrado Comm is certified to provide any telephone exchange services other than competitive emergency telecommunications services, and has removed the language “certain Local Telephone exchange” from the description of services that Intrado Comm intends to provide in Ohio and for which it is seeking interconnection.^{53/} CBT has not explained why it does not consider Intrado Comm’s services to be telephone exchange services or why it believes it can ignore the Commission’s *Ohio Certification Order*, which has ruled that Intrado Comm’s services are telephone exchange services.

Telecommunications Services to VoIP Providers, 22 FCC Rcd 3513, ¶ 11 (2007) (“It is clear under the Commission’s precedent that the definition of ‘telecommunications services’ is not limited to retail services”); *Federal-State Board on Universal Service*, 12 FCC Rcd 8776, ¶ 785 (1997) (“Common carrier services include services offered to other carriers, such as exchange access service, which is offered on a common carrier basis, but is offered primarily to other carriers.”).

^{49/} *E911 Requirements for IP-Enabled Service Providers*, 20 FCC Rcd 10245, ¶ 14, n.35 (2005) (“*VoIP E911 Order*”).

^{50/} *VoIP E911 Order* ¶ 38.

^{51/} *Illinois Order* at 8.

^{52/} Intrado Comm Proposed Interconnection Agreement, Recital C (Attachment 1).

^{53/} Attachment 14.

II. PHYSICAL ARCHITECTURE

As a competitive emergency services alternative, Intrado Comm offers something more than most competitors. It has an innovative, next-generation network that promotes reliability in the 911 network by creating an alternative emergency services network that supports cutting-edge technologies such as those needed by providers of VoIP service, video relay service (“VRS”), and telecommunications relay service (“TRS”) to the speech and hearing impaired. The FCC has determined that “the American public depends on 911 services in its emergencies” and that reliability in the 911 network results from the deployment of diverse routing of interoffice facilities, multiple 911 tandem switch architectures, and diverse links for ALI database access.^{54/} Intrado Comm’s network incorporates IP-based technologies and, as such, is able to fully accommodate the myriad of IP-based services being offered today as well as readily adapt for the technologies of tomorrow, which are generally not supported by today’s legacy ILEC networks. Existing and future communication services, and important public policy mandates underlie Intrado Comm’s proposed language covering the physical architecture arrangement it needs for efficient and effective interconnection between Intrado Comm and CBT.

A. Point of Interconnection (Sections 3.2.2, 3.3.3)

Issue Presented

What is the most efficient point of interconnection (“POI”) for the exchange of E911 calls to Intrado Comm and CBT PSAP customers?

^{54/} *Revision of the Commission’s Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, 9 FCC Rcd 6170, ¶ 3, n.6 (1994).

Intrado Comm Position

The Act and the FCC's rules permit Intrado Comm to designate the POI for the exchange of traffic with CBT.^{55/} Under the law, Intrado Comm has the right to choose the location of the point of interconnection.^{56/} Consistent with federal law, this Commission has found that competitors are entitled to a single POI.^{57/}

The 911 network is connected to the public switched telephone network for public safety purposes.^{58/} While the single POI arrangement within the incumbent's network is generally the most efficient network architecture arrangement for the exchange of plain old telephone service ("POTS") traffic, 911 calls destined for PSAP customers has historically been handled in a different manner between adjacent ILECs. Intrado Comm is recommending that the Parties adopt that traditional method of physical interconnection developed by the ILECs when Intrado Comm is the Designated E-911 Service Provider.

Under this method, in geographic areas in which Intrado Comm is the Designated E-911 Service Provider, CBT's network must interconnect with Intrado Comm's 911/E-911 network so that customers of CBT located in that geographic area can complete emergency calls to the appropriate PSAP (*i.e.*, Intrado Comm's end user customer). Deviating from an arrangement in

^{55/} 47 U.S.C. § 251(c)(2); 47 C.F.R. § 51.305(a) ("[a]n incumbent LEC shall provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network . . . at any technically feasible point within the incumbent LEC's network"); *Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration, et al.*, 17 FCC Rcd 27039, ¶ 52 (2002) ("*Virginia Arbitration Order*") ("competitive LECs may request interconnection at any technically feasible point"), *app. for review pending* (filed Nov. 7, 2002); *Developing a Unified Intercarrier Compensation Regime*, 16 FCC Rcd 9610, ¶ 112 (2001) ("*Intercarrier Compensation NPRM*") ("an [incumbent carrier] must allow a requesting telecommunications carrier to interconnect at any technically feasible point").

^{56/} See, e.g., *Virginia Arbitration Order* ¶ 52 ("competitive LECs may request interconnection at any technically feasible point"); *Intercarrier Compensation NPRM* ¶ 112 ("an [incumbent carrier] must allow a requesting telecommunications carrier to interconnect at any technically feasible point").

^{57/} OHIO ADMIN. CODE § 4901:1-7-06(A)(5).

^{58/} *VoIP E911 Order* ¶ 14 (noting that the E-911 network is interconnected with the public switched telephone network).

which the POI is on the incumbent's network in those instances when Intrado Comm is serving the PSAP results in the most efficient and effective network architecture and provides the highest degree of reliability for the provision of 911 services. The ILECs have relied on this method of interconnection with adjacent ILECs to aggregate and transport 911/E-911 traffic to the appropriate PSAP for many years.^{59/} Intrado Comm simply seeks to mirror the type of interconnection arrangements that CBT and other ILECs have determined to be the most efficient and effective for the termination of emergency calls.^{60/} Indeed, this is the interconnection method that CBT requires competitors to use when CBT is the Designated E-911 Service Provider - all carriers must bring their calls destined for CBT's PSAP customer to CBT's network.

Specifically, under Intrado Comm's proposed arrangement, CBT would transport its end users' emergency calls destined for Intrado Comm's PSAP customers to two POIs on Intrado Comm's network. Intrado Comm also deleted CBT's language that would require the placement of the POI with CBT to be within the LATA.^{61/} As discussed above, Intrado Comm's competitive alternative to the incumbent's 911 service offerings leverages the technological and cost efficiencies of next-generation 911 networks. Competitors in the next-generation 911 market do not limit their network design and architecture to what have become artificial boundaries, such as LATAs, in order to provide the most reliable and cost-efficient services. LATAs were never contemplated as dictating 911 network design or call flow. By leveraging its

^{59/} Cf. *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, 11 FCC Rcd 15499, ¶ 553 (1996) ("Local Competition Order") (finding that arrangements between neighboring ILECs for the mutual exchange of traffic are technically feasible arrangements for interconnection between competitors and ILECs) (intervening history omitted), *aff'd by AT&T Corp., et al. v. Iowa Utils. Bd., et al.*, 525 U.S. 366 (1999).

^{60/} Cf. *Local Competition Order* ¶ 168 (recognizing that a new entrant cannot effectively compete when the new entrant cannot obtain interconnection on terms that are as favorable as the ILEC offers to neighboring ILECs).

^{61/} Intrado Comm Proposed Interconnection Agreement §§ 3.2.2, 3.3.3 (Attachment 1).

strategically located 911 network resources for the entire state of Ohio, Intrado Comm will reduce the cost to public safety, which is one of the goals of next-generation 911 offerings. Accordingly, Intrado Comm's proposed language should be adopted.

CBT Position

CBT's position is that the POI must remain in the LATA and CBT should not be compelled to interconnect outside the LATA regardless of the effect on public safety.

B. Routing of E-911 Traffic (Section 3.8.7.3)

Issue Presented

Should the Parties be obligated to utilize the most efficient call setup and termination technologies that reduce points of failure in 911 call delivery?

Intrado Comm Position

Intrado Comm has proposed language to address situations in which CBT's end user customer making the emergency call is located outside of Intrado Comm's 911/E-911 serving area to ensure that such calls are routed between the Parties using the most efficient and reliable method possible.^{62/} Specifically, when an area is served by more than one public safety agency (only one of which may be Intrado Comm's PSAP customer), Intrado Comm's language would require CBT to "class mark" that traffic to ensure that only traffic destined for Intrado Comm's PSAP customer is delivered to Intrado Comm. To the extent CBT is technically incapable of segregating the traffic in that manner, Intrado Comm would work cooperatively with CBT and the affected public safety agencies to ensure 911 traffic is routed reliably and efficiently.^{63/}

^{62/} Intrado Comm Proposed Interconnection Agreement § 3.8.7.3 (Attachment 1).

^{63/} If Intrado Comm is required to segregate the traffic on behalf of CBT, Intrado Comm would impose a reasonable charge on CBT for doing so.

The use of “class marking” to route 911 traffic eliminates any unnecessary switching of CBT’s originating 911 traffic through the CBT Selective Router when such traffic is destined for an Intrado Comm PSAP customer. Double switching at CBT’s Selective Router introduces another potential point of failure in the 911 call path. While Intrado Comm appreciates CBT’s preference to use its Selective Router to sort traffic from end offices served by multiple 911 providers, any decision to uniformly double switch all calls goes against industry recommended standards for 911 integrity. CBT has the burden to demonstrate that Intrado Comm’s request to utilize “class marking” is not technically feasible.^{64/} CBT has not made such a demonstration. Accordingly, Intrado Comm’s proposed language should be adopted.

CBT Position

CBT proposes to use its existing 911 infrastructure to perform a call sorting function for 911 calls coming from all of its subscribers. CBT plans to transport this aggregated end office traffic over a single common trunk group to Intrado Comm. CBT does not treat 911 traffic within its own network in this manner today.

C. Third Party Originated 911 Traffic (Sections 3.8.7, 8.2)

Issue Presented

Is Intrado Comm required to accept third party originated 911 Service or E-911 Service traffic from CBT over trunk groups installed exclusively for the mutual exchange of Intrado Comm and CBT traffic?

Intrado Comm Position

Intrado Comm has included language in the interconnection agreement indicating that Intrado Comm will not accept third party-originated 911 Service or E-911 Service traffic from

^{64/} *Local Competition Order* ¶ 554.

CBT over the trunk groups dedicated to CBT-originated traffic.^{65/} Each carrier in a particular geographic area should be responsible for sorting its 911 traffic and transporting it to Intrado Comm's network without pre-switching or transiting the traffic via CBT's Selective Router. Allowing CBT to aggregate many providers' traffic onto one trunk destined for Intrado Comm's PSAP customer affects quality of service, network reliability, and network efficiency. Moreover, CBT does not aggregate traffic in this manner within its own network. Accordingly, Intrado Comm's proposed language should be adopted.

CBT Position

CBT has indicated that it intends to offer a transit-like service to third parties seeking to exchange traffic with Intrado Comm, but has not proposed terms and conditions governing the Parties' exchange of third party-originated traffic.

D. Trunking, Redundancy, and Diversity (Sections 3.8.7.2, 3.8.7.8)

Issue Presented

Should the Parties adhere to the National Emergency Number Association ("NENA") and FCC Network Reliability and Interoperability Council ("NRIC") recommended standards for trunking?

Intrado Comm Position

Intrado Comm's proposed language would require that both Parties comply with NENA and NRIC guidelines and standards for the mutual exchange of 911 traffic.^{66/} The use of common transport trunk groups for all end office traffic makes it impossible for a PSAP served by Intrado Comm to determine the originating carrier's end office. Industry recommendations,

^{65/} Intrado Comm Proposed Interconnection Agreement §§ 3.8.7, 8.2 (Attachment 1).

^{66/} Intrado Comm Proposed Interconnection Agreement §§ 3.8.7.2, 3.8.7.8 (Attachment 1).

therefore, call for identifiable end office trunk groups for default routing. This configuration readily assists both the 911 network provider and the PSAP in quickly troubleshooting 911 service problems. Accordingly, Intrado Comm proposes that the Parties comply with industry guidelines, such as the deployment of diverse transport facilities from CBT's Selective Router and the establishment of interconnection at geographically diverse points on Intrado Comm's network, when exchanging 911 and E-911 traffic.

CBT Position

CBT does not believe that the NENA and NRJC guidelines and recommendations should dictate its network configuration.

III. PRICING (SECTION 3.8.7.1, PRICING SCHEDULE)

Issue Presented

What should each Party charge the other Party for facilities, features, and functions necessary for the mutual exchange of 911 Service and E-911 Service traffic?

Intrado Comm Position

Pursuant to Sections 251(c)(2), 251(c)(3), and 252(d)(1) of the Act, CBT is required to provide pricing for interconnection and unbundled network elements that is just, reasonable, and nondiscriminatory.^{67/} Likewise, under Ohio law, CBT is required to provide Intrado Comm access to, and interconnection with, its facilities on an unbundled or resold basis at nondiscriminatory prices and rates.^{68/} With respect to 911/E-911 Services, CBT's proposed pricing schedule indicates that it charges monthly per line fees.^{69/} Like CBT, Intrado Comm

^{67/} 47 U.S.C. §§ 251(c)(2), (c)(3), 252(d)(1); *Local Competition Order* ¶ 628.

^{68/} OHIO ADMIN. CODE RULE 4901:1-7-16, 4901:1-7-17.

^{69/} Attachment 4.

seeks to impose reasonable port termination charges for CBT's connections to Intrado Comm's network.^{70/} CBT, however, has inserted language in the interconnection agreement stating that Intrado Comm may not impose such charges on CBT.^{71/} CBT should not be allowed to recover its costs and deny Intrado Comm the same ability. Accordingly, Intrado Comm's proposed language should be adopted.^{72/}

CBT Position

CBT argues that Intrado Comm does not have a right to charge CBT port termination charges for CBT's connection to the Intrado Comm network when Intrado Comm is the Designated E-911 Service Provider.^{73/}

^{70/} Intrado Comm Proposed Interconnection Agreement, Intrado Comm Pricing Schedule.

^{71/} CBT April 11 Draft § 3.8.7.1 (Attachment 12).

^{72/} Intrado Comm Proposed Interconnection Agreement § 3.8.7.1, Pricing Schedule (Attachment 1).

^{73/} CBT April 11 Draft § 3.8.7.1 (Attachment 12).

CONCLUSION

For the foregoing reasons, Intrado Comm respectfully requests that the Commission arbitrate the outstanding issues identified herein and adopt Intrado Comm's proposed language as set forth in Attachment 1.

Respectfully submitted,

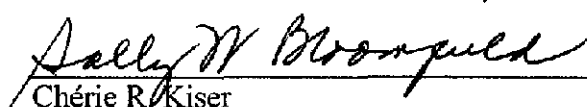
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Dated: April 21, 2008

CERTIFICATE OF SERVICE

I, Sally W. Bloomfield, certify that on this 21st day of April 2008, I served an original and five (5) copies of the foregoing Petition for Arbitration on the Docketing Division of the Public Utilities Commission of Ohio via hand delivery and one (1) copy on each of the following via the method indicated.


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LIST OF ATTACHMENTS

NO.	BRIEF DESCRIPTION
1.	Intrado Comm Proposed Interconnection Agreement
2.	Matrix Summary of Parties' Positions
3.	Letter from Thomas W. Hicks, Intrado Comm, to Gary Peddicord, CBT (May 18, 2007)
4.	Email correspondence from Gary Peddicord, CBT, to Thomas Hicks, Intrado Comm (Aug. 8, 2007), <i>and accompanying attachments</i>
5.	Email correspondence from Thomas Hicks, Intrado Comm, to Gary Peddicord, CBT (Oct. 23, 2007)
6.	Letter from Sally Bloomfield, Counsel for Intrado Comm, to Robert Wilhelm, CBT (Oct. 29, 2007)
7.	Email correspondence from Thomas Hicks, Intrado Comm, to Gary Peddicord, CBT, <i>and accompanying attachment</i> (Nov. 2, 2007)
8.	Email correspondence from Cynthia Clugy, Consultant to Intrado Comm, to Gary Peddicord, CBT, <i>and accompanying attachments</i> (Mar. 19, 2008)
9.	Email correspondence from Cynthia Clugy, Consultant to Intrado Comm, to Gary Peddicord, CBT (Mar. 25, 2008)
10.	Email correspondence from Cynthia Clugy, Consultant to Intrado Comm, to Gary Peddicord, CBT, <i>and accompanying attachments</i> (Mar. 31, 2008)
11.	Letter from Cynthia Clugy, Consultant to Intrado Comm, to Douglas Hart, Counsel for CBT (Apr. 3, 2008)
12.	Email correspondence from Douglas Hart, Counsel for CBT, to Cynthia Clugy, Consultant for Intrado Comm, <i>and accompanying attachments</i> (Apr. 11, 2008)
13.	Email correspondence from Cynthia Clugy, Consultant for Intrado Comm, to Douglas Hart, Counsel for CBT, <i>and accompanying attachments</i> (Apr. 16, 2008)
14.	Email correspondence from Douglas Hart, Counsel for CBT, to Cynthia Clugy, Consultant for Intrado Comm (Apr. 18, 2008)
15.	Email correspondence from Angela Collins, Counsel for Intrado Comm, to Douglas Hart, Counsel for CBT (Apr. 21, 2008)

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of , 2007

by and between

CINCINNATI BELL TELEPHONE COMPANY LLC

and

INTRADO COMMUNICATIONS LLC

for

OHIO

TABLE OF CONTENTS

RECITALS	<u>131</u>
ARTICLE I DEFINITIONS AND CONSTRUCTION	<u>141</u>
1.1 STRUCTURE	<u>141</u>
1.2 DEFINED TERMS	<u>141</u>
1.3 INTERPRETATION	<u>141</u>
1.4 JOINT WORK PRODUCT	<u>222</u>
ARTICLE II GENERAL SERVICE-RELATED PROVISIONS	<u>222</u>
2.1 INTERCONNECTION ACTIVATION DATE	<u>222</u>
2.2 BONA FIDE REQUEST	<u>222</u>
2.3 TECHNICAL REFERENCES	<u>222</u>
2.4 AVAILABILITY OF SERVICES	<u>333</u>
ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(C)(2)	<u>333</u>
3.1 SCOPE	<u>333</u>
3.2 INTERCONNECTION POINTS AND METHODS	<u>333</u>
3.3 FIBER-MEET	<u>444</u>
3.4 ADDITIONAL INTERCONNECTION IN EXISTING LATA	<u>555</u>
3.5 NONDISCRIMINATORY INTERCONNECTION	<u>666</u>
3.6 NETWORK MANAGEMENT	<u>666</u>
3.7 STANDARDS OF PERFORMANCE	<u>777</u>
3.8 E9-1-1 SERVICE	<u>777</u>
ARTICLE IV TRANSMISSION AND ROUTING OF TRAFFIC PURSUANT TO SECTION 251(C)(2)	<u>121210</u>
4.1 SCOPE OF TRAFFIC	<u>121210</u>
4.2 LIMITATIONS	<u>131310</u>
4.3 TRUNK GROUP ARCHITECTURE AND TRAFFIC ROUTING	<u>131310</u>
4.4 SIGNALING	<u>141411</u>
4.5 GRADES OF SERVICE	<u>141412</u>
4.6 MEASUREMENTS AND BILLING	<u>151512</u>
4.7 RECIPROCAL COMPENSATION ARRANGEMENTS -- SECTION 251(B)(5).	<u>151512</u>
ARTICLE V TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO SECTION 251(C)(2)	<u>161613</u>
5.1 SCOPE OF TRAFFIC	<u>161613</u>
5.2 TRUNK GROUP ARCHITECTURE AND TRAFFIC ROUTING	<u>161613</u>
5.3 LOGICAL TRUNK GROUPS	<u>171714</u>
5.4 END OFFICE ACCESS	<u>171714</u>
ARTICLE VI MEET-POINT BILLING ARRANGEMENTS	<u>171714</u>
6.1 MEET-POINT BILLING SERVICES	<u>171714</u>
6.2 DATA FORMAT AND DATA TRANSFER	<u>181815</u>
6.3 ERRORS OR LOSS OF ACCESS USAGE DATA	<u>191916</u>
6.4 PAYMENT	<u>191916</u>
6.5 ADDITIONAL LIMITATION OF LIABILITY APPLICABLE TO MEET-POINT BILLING ARRANGEMENTS	<u>191916</u>
ARTICLE VII BLV/BLVI TRAFFIC	<u>191916</u>
7.1 BUSY LINE VERIFICATION	<u>191916</u>
7.2 BUSY LINE VERIFICATION INTERRUPT	<u>191916</u>

Intrado Draft 4-21-08
For Discussion Purposes Only

7.3	BLV/BLVI TRAFFIC	191916
7.4	BLV/BLVI COMPENSATION	202017
ARTICLE VIII TRANSIT SERVICE		202017
8.1	TRANSIT SERVICE	202017
8.2	TRANSIT SERVICE DEFINED	202017
8.3	COMPENSATION FOR TRANSIT SERVICE	202017
8.4	DURATION OF OBLIGATION	212118
8.5	SIGNALING	212118
8.6	OBLIGATIONS OF TERMINATING CARRIER	212118
ARTICLE IX UNBUNDLED ACCESS – SECTION 251(C)(3)		222218
9.1	ACCESS TO NETWORK ELEMENTS	222218
9.2	NETWORK ELEMENTS	232319
9.3	COMBINATION OF NETWORK ELEMENTS	232320
9.4	NONDISCRIMINATORY ACCESS TO AND PROVISION OF NETWORK ELEMENTS	252521
9.5	PROVISIONING OF NETWORK ELEMENTS	252521
9.6	AVAILABILITY OF ADDITIONAL OR DIFFERENT QUALITY NETWORK ELEMENTS	252522
9.7	PRICING OF UNBUNDLED NETWORK ELEMENTS	252522
9.8	BILLING	262622
9.9	MAINTENANCE OF UNBUNDLED NETWORK ELEMENTS	262622
9.10	STANDARDS OF PERFORMANCE	262623
ARTICLE X RESALE AT WHOLESALE RATES – SECTION 251(C)(4) RESALE AT RETAIL RATES – SECTION 251(B)(1)		272723
10.1	TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE AT WHOLESALE RATES	272723
10.2	TELECOMMUNICATIONS SERVICES AVAILABLE FOR RESALE AT RETAIL RATES	282824
10.3	LIMITATIONS ON AVAILABILITY OF RESALE SERVICES	282824
10.4	ADDITIONAL CHARGES FOR RESALE SERVICES	292925
10.5	RESTRICTIONS ON RESALE SERVICES	292925
10.6	NEW RESALE SERVICES; CHANGES IN PROVISION OF RESALE SERVICES	303026
10.7	OPERATIONS SUPPORT SYSTEMS FUNCTIONS	303026
10.8	NONDISCRIMINATORY PROVISION OF RESALE SERVICES	303027
10.9	STANDARDS OF PERFORMANCE	313127
10.10	BRANDING	313127
10.11	PRIMARY LOCAL EXCHANGE AND INTEREXCHANGE CARRIER SELECTIONS	333329
10.12	FUNCTIONALITY REQUIRED TO SUPPORT RESALE SERVICE	343430
10.13	SERVICE FUNCTIONS	353531
10.14	RESPONSIBILITIES OF INTRADO COMM	373732
10.15	RESPONSIBILITIES OF EBT	373733
10.16	EXCHANGE OF BILLING INFORMATION	383834
10.17	USE OF SERVICES	383834
ARTICLE XI NOTICE OF CHANGES – SECTION 251(C)(5)		404035
ARTICLE XII COLLOCATION – SECTION 251(C)(6)		404035
12.1	PHYSICAL COLLOCATION	404035
12.2	VIRTUAL COLLOCATION IN PHYSICAL COLLOCATION SPACE	434338
12.3	VIRTUAL COLLOCATION IN VIRTUAL COLLOCATION SPACE	434339
12.4	NONDISCRIMINATORY COLLOCATION	434339
12.5	ELIGIBLE EQUIPMENT	444439
12.6	TRANSMISSION FACILITY OPTIONS	454541
12.7	INTERCONNECTION WITH OTHER COLLOCATED CARRIERS	454541
12.8	INTERCONNECTION POINTS AND CABLES	464641

12.9	ALLOCATION OF COLLOCATION SPACE	464641
12.10	PROTECTION OF SERVICE AND PROPERTY	484843
12.11	SUBCONTRACTOR AND VENDOR APPROVAL	494944
12.12	DELIVERY OF COLLOCATED SPACE	494944
12.13	TERMS OF COLLOCATION	555549
12.14	TERMS OF VIRTUAL COLLOCATION	565650
12.15	COMMON REQUIREMENTS	575751
12.16	ADDITIONAL PHYSICAL COLLOCATION REQUIREMENTS	606054
12.17	INDEMNIFICATION	616155
12.18	PRICING	626255
12.19	CANCELLATION	626255
ARTICLE XIII	NUMBER PORTABILITY – SECTION 251(B)(2)	626255
13.1	PROVISION OF LOCAL NUMBER PORTABILITY	626255
13.2	PROCEDURES FOR PROVIDING LNP	636356
ARTICLE XIV	DIALING PARITY – SECTION 251(B)(3)	646457
ARTICLE XV	DIRECTORY LISTINGS – SECTION 251(B)(3) AND DIRECTORY ASSISTANCE LISTINGS	646457
15.1	DIRECTORY LISTINGS	646457
15.2	DIRECTORY ASSISTANCE LISTINGS	666659
ARTICLE XVI	ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY – SECTIONS 251(B)(4) AND 224	686861
16.1	STRUCTURE AVAILABILITY	686861
16.2	FRANCHISES, PERMITS AND CONSENTS	696962
16.3	ACCESS AND MODIFICATIONS	696962
16.4	INSTALLATION AND MAINTENANCE RESPONSIBILITY	707063
16.5	EMERGENCY REPAIRS	707063
16.6	INSTALLATION AND MAINTENANCE STANDARD	707063
16.7	IMPLEMENTATION	707063
16.8	ACCESS REQUESTS	717164
16.9	UNUSED SPACE	717164
16.10	MAINTENANCE SCHEDULES	717164
16.11	APPLICABILITY	717164
16.12	OTHER ARRANGEMENTS	717164
16.13	COST OF CERTAIN MODIFICATIONS	717164
16.14	MAPS AND RECORDS	717164
16.15	INTRUSION COMM ACCESS	727264
16.16	OCCUPANCY PERMITS	727265
16.17	INSPECTIONS	727265
16.18	DAMAGE TO ATTACHMENTS	727265
16.19	CHARGES	737365
16.20	NONDISCRIMINATION	737366
16.21	INTERCONNECTION	737366
16.22	COST IMPUTATION	737366
16.23	STRUCTURE LEASING COORDINATOR	737366
16.24	STATE REGULATION	737366
16.25	ABANDONMENTS, SALES OR DISPOSITIONS	747466
ARTICLE XVII	SERVICE PERFORMANCE MEASUREMENT AND CREDITS	747466
ARTICLE XVIII	IMPLEMENTATION TEAM	787870

ARTICLE XIX	GENERAL RESPONSIBILITIES OF THE PARTIES	<u>787871</u>
19.1	COMPLIANCE WITH IMPLEMENTATION SCHEDULE	<u>787871</u>
19.2	COMPLIANCE WITH APPLICABLE LAW	<u>787871</u>
19.3	NECESSARY APPROVALS	<u>787871</u>
19.4	ENVIRONMENTAL HAZARDS	<u>797971</u>
19.5	FORECASTING REQUIREMENTS	<u>797971</u>
19.6	CERTAIN NETWORK FACILITIES	<u>797972</u>
19.7	TRAFFIC MANAGEMENT AND NETWORK HARM	<u>808072</u>
19.8	INSURANCE	<u>808073</u>
19.9	LABOR RELATIONS	<u>808073</u>
19.10	GOOD FAITH PERFORMANCE	<u>808073</u>
19.11	RESPONSIBILITY TO CUSTOMERS	<u>808073</u>
19.12	UNNECESSARY FACILITIES	<u>818173</u>
19.13	COOPERATION	<u>818173</u>
19.14	NXX CODE ADMINISTRATION	<u>818173</u>
19.15	LERG LISTINGS	<u>818173</u>
19.16	LERG USE	<u>818473</u>
19.17	SWITCH PROGRAMMING	<u>818473</u>
19.18	TRANSPORT FACILITIES	<u>818474</u>
ARTICLE XX	PROPRIETARY INFORMATION	<u>818474</u>
20.1	DEFINITION OF PROPRIETARY INFORMATION	<u>818474</u>
20.2	DISCLOSURE AND USE	<u>828275</u>
20.3	GOVERNMENT DISCLOSURE	<u>848476</u>
20.4	OWNERSHIP	<u>858577</u>
20.5	EQUITABLE RELIEF	<u>858577</u>
ARTICLE XXI	TERM AND TERMINATION	<u>858578</u>
21.1	TERM	<u>858578</u>
21.2	RENEGOTIATION OF CERTAIN TERMS	<u>868678</u>
21.3	DEFAULT	<u>868678</u>
21.4	TRANSITIONAL SUPPORT	<u>868679</u>
21.5	PAYMENT UPON EXPIRATION OR TERMINATION	<u>878779</u>
ARTICLE XXII	DISCLAIMER OF REPRESENTATIONS AND WARRANTIES	<u>878779</u>
ARTICLE XXIII	CANCELLATION CHARGES	<u>878779</u>
ARTICLE XXIV	SEVERABILITY	<u>878780</u>
24.1	SEVERABILITY	<u>878780</u>
24.2	NON-CONVENTION OF LAWS	<u>878780</u>
ARTICLE XXV	INDEMNIFICATION	<u>888880</u>
25.1	GENERAL INDEMNITY RIGHTS	<u>888880</u>
25.2	INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION	<u>888881</u>
25.3	ENVIRONMENTAL CONTAMINATION	<u>888881</u>
25.4	INDEMNIFICATION PROCEDURES	<u>898981</u>
ARTICLE XXVI	LIMITATION OF LIABILITY	<u>898982</u>
26.1	LIMITED RESPONSIBILITY	<u>898982</u>
26.2	APPORTIONMENT OF FAULT	<u>909082</u>
26.3	DAMAGES	<u>909082</u>
26.4	REMEDIES	<u>909082</u>

ARTICLE XXVII	BILLING	<u>919183</u>
27.1	BILLING	<u>919183</u>
27.2	RECORDING	<u>919184</u>
27.3	PAYMENT OF CHARGES	<u>919184</u>
27.4	LATE PAYMENT CHARGES	<u>929284</u>
27.5	FAILURE TO PAY	<u>929284</u>
27.6	TERMINATION FOR NONPAYMENT	<u>929284</u>
27.7	ADJUSTMENTS	<u>929285</u>
27.8	INTEREST ON UNPAID OR OVERBILLED AMOUNTS	<u>939385</u>
27.9	SINGLE POINT OF CONTACT	<u>939385</u>
ARTICLE XXVIII	DISPUTED AMOUNTS, AUDIT RIGHTS AND DISPUTE RESOLUTION	<u>939385</u>
28.1	DISPUTED AMOUNTS	<u>939385</u>
28.2	AUDIT RIGHTS	<u>949486</u>
28.3	DISPUTE ESCALATION AND RESOLUTION	<u>959588</u>
28.5	EQUITABLE RELIEF	<u>969688</u>
ARTICLE XXIX	REGULATORY APPROVAL	<u>979789</u>
29.1	COMMISSION APPROVAL	<u>979789</u>
29.2	TARIFFS	<u>979789</u>
29.3	AMENDMENT OR OTHER CHANGES TO THE ACT; RESERVATION OF RIGHTS	<u>979789</u>
29.4	REGULATORY CHANGES	<u>989890</u>
29.5	INTERIM RATES	<u>989890</u>
ARTICLE XXX	REFERRAL ANNOUNCEMENT	<u>989890</u>
ARTICLE XXXI	MISCELLANEOUS	<u>989890</u>
31.1	AUTHORIZATION	<u>989890</u>
31.2	DESIGNATION OF AFFILIATE	<u>999991</u>
31.3	SUBCONTRACTING	<u>999991</u>
31.4	INDEPENDENT CONTRACTOR	<u>999991</u>
31.5	FORCE MAJEURE	<u>999991</u>
31.6	GOVERNING LAW	<u>10040092</u>
31.7	TAXES	<u>10040092</u>
31.8	NON-ASSIGNMENT	<u>10140192</u>
31.9	NON-WAIVER	<u>10140193</u>
31.10	NOTICES	<u>10140193</u>
31.11	REGISTRY AND USE OF TRADEMARKS OR SERVICE MARKS	<u>10210294</u>
31.12	NON-EXCLUSIVE DEALINGS	<u>10210294</u>
31.13	SECTION 52(i) OBLIGATIONS	<u>10210294</u>
31.14	NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY	<u>10210294</u>
31.15	NO LICENSE	<u>10210294</u>
31.16	SURVIVAL	<u>10210294</u>
31.17	SCOPE OF AGREEMENT	<u>10310395</u>
31.18	COUNTERPARTS	<u>10310395</u>
31.19	RESERVATION OF RIGHTS	<u>10310395</u>
31.20	ENTIRE AGREEMENT	<u>10310395</u>

LIST OF SCHEDULES

SCHEDULE 1.2	DEFINITIONS
SCHEDULE 2.1	IMPLEMENTATION SCHEDULE OHIO
SCHEDULE 2.2	BONA FIDE REQUEST PROCESS
SCHEDULE 2.3	TECHNICAL REFERENCE SCHEDULE
SCHEDULE 3.7	CBT INTERCONNECTION PERFORMANCE BENCHMARKS
SCHEDULE 4.7	CONNECTIVITY BILLING AND RECORDING
SCHEDULE 6.0	MEET-POINT BILLING RATE STRUCTURE
SCHEDULE 9.2.1	LOCAL LOOPS
SCHEDULE 9.2.2	UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES
SCHEDULE 9.2.4	INTEROFFICE TRANSMISSION FACILITIES
SCHEDULE 9.2.6	OPERATIONS SUPPORT SYSTEMS FUNCTIONS
SCHEDULE 9.2.7	SUBLOOPS
SCHEDULE 9.3.2	COORDINATIONS
SCHEDULE 9.5	PROVISIONING OF NETWORK ELEMENTS
SCHEDULE 9.5.4	COORDINATED INSTALLATION PROCESS FOR UNBUNDLED LOOPS
SCHEDULE 9.10	NETWORK ELEMENT PERFORMANCE BENCHMARKS AND PARITY MEASUREMENTS
SCHEDULE 10.1	WHOLESALE RESALE SERVICES
SCHEDULE 10.3.1	GRANDFATHERED SERVICES OHIO
SCHEDULE 10.3.2	SCHEDULED TO BE WITHDRAWN SERVICES OHIO
SCHEDULE 10.9	RESALE PERFORMANCE BENCHMARKS AND PARITY MEASUREMENTS
SCHEDULE 10.11.1	FORM OF REPRESENTATION OF AUTHORIZATION
SCHEDULE 10.12.5	LAW ENFORCEMENT INTERFACES
SCHEDULE 10.13	RESALE MAINTENANCE PROCEDURES
SCHEDULE 10.13.2	SERVICE ORDERING AND PROVISIONING PROCEDURES AND INTERFACE FUNCTIONALITY
SCHEDULE 10.16	BILLING INFORMATION

SCHEDULE 15 DIRECTORY LISTINGS
SCHEDULE 17.2.4 INCIDENT RELATED SERVICE CREDITS
PRICING SCHEDULE

DRAFT

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement, under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the _____ day of _____ 2008 (the "Effective Date"), by and between Cincinnati Bell Telephone Company LLC, an Ohio limited liability company with offices at 221 E. Fourth Street, Cincinnati, Ohio 45202 ("CBT"), and INTRADO COMMUNICATIONS INC., a Delaware corporation, with offices at 1601 Dry Creek Drive, Longmont, CO 80503 ("INTRADO COMM").

RECITALS

A. CBT is an Incumbent Local Exchange Carrier, as defined by the Act, authorized to provide certain Telecommunications Services within the state of Ohio, more particularly described as LATA 922.

B. CBT is engaged in the business of providing, among other things, local Telephone Exchange Service within Ohio.

C. INTRADO COMM has been granted authority to provide certain local Telephone Exchange Services, including certain local Telephone Exchange Service for selective emergency telecommunications services, within the areas of Ohio where it intends to provide services pursuant to this Agreement.

D. The Parties desire to provide for compliance with their respective obligations under the Act, including interconnection of their facilities and equipment so that their respective residential and business customers may communicate with each other over, between and through such networks and facilities.

NOW, THEREFORE, in consideration of the promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, INTRADO COMM and CBT hereby agree as follows:

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

1.1 Structure. This Agreement includes certain Exhibits and Schedules that immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

1.2 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings specified in Schedule 1.2 or as defined elsewhere in this Agreement or the Act.

1.3 Interpretation.

- (a) The definitions in **Schedule 1.2** shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement, and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement, unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.4 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms, and, in the event of any ambiguities, no inferences shall be drawn against either Party.

ARTICLE II GENERAL SERVICE-RELATED PROVISIONS

2.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to **Articles III and IV** for the transmission and routing of Telephone Exchange Service traffic, Information Access Traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide INTRADO COMM access to CBT's unbundled Network Elements pursuant to **Article IX**, shall be established on or before the corresponding "Interconnection Activation Date" shown for each Interconnection Point set forth on **Schedule 2.1**. Either Party may seek additional Interconnection Points or revise any estimated or new Interconnection Activation Dates according to the principles set forth in **Section 3.4**. **Schedule 2.1** shall be revised and supplemented from time to time to reflect additional Interconnection Points, by attaching one or more supplementary schedules to such Schedule.

2.2 Bona Fide Request. Any request by a Party for services, including features, capabilities, functionality, Network Elements or Combinations that are not otherwise provided by the terms of this Agreement at the time of such request, shall be made pursuant to the Bona Fide Request ("BFR") process set forth on **Schedule 2.2**.

2.3 Technical References. The Parties agree that the Technical References listed on **Schedule 2.3** (the "Technical Reference Schedule"), are generally accepted guidelines for

interface and performance parameters of equipment and facilities used by LEC's in the United States for delivering Telephone Exchange Service. These Technical References are used by the Parties in specifying suitable equipment and facilities components for use in their respective networks, and for assuring interoperability between components that collectively comprise such networks. Each Party will strive to their utmost ability to comply with these industry standards, but will not be liable for any non-compliance by any vendor furnishing such equipment or facilities, provided that such equipment/facilities are of a type generally deployed throughout the industry, currently or at the time deployed. Nothing in this Section shall require a Party to deliver performance, functionality or capabilities from specific equipment or facilities beyond that intended by its vendor. INTRADO COMM is entitled to request through the BFR process functions and capabilities described in the Technical References listed in Schedule 2.3 which CBT has not deployed or activated in its own network.

2.4 Availability of Services. CBT agrees not to discontinue or refuse to provide any service provided or required hereunder other than in accordance with the terms of this Agreement, or unless required by the Commission.

ARTICLE III **INTERCONNECTION PURSUANT TO SECTION 251(c)(2)**

3.1 Scope. Article III describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic, Information Access Traffic and Exchange Access traffic (including intraLATA and interLATA traffic) between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Each Party shall make available to the other Party Interconnection methods on the same rates, terms and conditions. Interconnection may not be used solely for the purpose of originating the Party's own interexchange traffic. Articles IV and V prescribe the technological link groups (and traffic routing parameters) that will be configured over the physical Interconnections described in this Article III related to the transmission and routing of Telephone Exchange Service traffic, Information Access Traffic and Exchange Access traffic, respectively. Other link groups, as described in this Agreement, may be configured using this architecture.

3.2 Interconnection Points and Methods.

3.2.1 In the LATA identified on Schedule 2.1, INTRADO COMM and CBT shall Interconnect their networks at the correspondingly identified Interconnection Points on Schedule 2.1 for the transmission and routing within that LATA of Telephone Exchange Service traffic, Information Access Traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

3.2.2 Interconnection ~~in the LATA~~ in the LATA shall be accomplished at any technically feasible point of Interconnection (an "Interconnection Point") by any technically feasible means, including (i) a Fiber-Meet as provided in Section 3.3, or (ii) Collocation at any technically feasible Premise as provided in Article XII. For Interconnection methods other than

a Fiber-Meet, INTRADO COMM will have the right to designate the Interconnection Point(s) in the LATA in the LATA. CBT may use the same Interconnection Point(s) designated by INTRADO COMM to interconnect with INTRADO COMM's network. For Interconnection by Fiber-Meet, the Parties shall mutually agree on the Interconnection Point(s). There will be at least one (1) Interconnection Point within the LATA; however, INTRADO COMM may designate additional Interconnection Points in the LATA, subject to the terms and conditions of this Article III.

3.2.3 If INTRADO COMM elects Collocation as an Interconnection method or elects a network architecture that requires CBT to Interconnect with INTRADO COMM's facilities via Collocation, INTRADO COMM agrees to provide CBT Virtual Collocation for purposes of that Interconnection on a nondiscriminatory basis and on the terms and conditions to be negotiated by the Parties under a separate agreement that are no less favorable than either (i) CBT provides to INTRADO COMM hereunder or (ii) unless the Commission finds otherwise.

3.2.4 INTRADO COMM shall notify CBT all geographically diverse points of interconnection (POIs) on the INTRADO COMM network, where CBT may interconnect for termination of CBT's Customer's emergency call traffic on the INTRADO COMM Intelligent Emergency Network.

3.2.5 Within ten (10) Business Days of a Party's request of any Interconnection Point, the other Party shall provide any information in its possession or of which it is actually aware regarding the environmental conditions of the Interconnection Point, including the existence and condition of asbestos, lead paint, hazardous substance contamination or radon. The Parties acknowledge that a Party's obligation under this Section 3.2.5 shall only require such Party to review any existing internal records of such Party. Nothing in this Section 3.2.5 shall require a Party to investigate and/or monitor, contain, clean, remove, restore or perform any remedial work of any kind or nature with respect to any environmental condition in or on such Interconnection Point other than as required by Applicable Law.

3 Fiber-Meet

3.3.1 If the Parties agree to Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be constructed, engineered, installed, and maintained as described in this Article III and agreed to by the Implementation Team.

3.3.2 CBT shall, wholly at its own expense, procure, install and maintain the Optical Line Terminating Multiplexer ("OLTM") equipment in the CBT Interconnection Wire Center ("CIWC") identified for each LATA set forth on Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

3.3.3 INTRADO COMM shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the INTRADO COMM Interconnection Switching Center

("MISC") identified for that LATA for that LATA in **Schedule 2.1**, in capacity sufficient to provision and maintain all logical trunk groups prescribed by **Articles IV** and **V**.

3.3.4 CBT shall designate a manhole or other suitable entry-way immediately outside the CIWC as a Fiber-Meet entry point and shall make all necessary preparations to receive, and to allow and enable INTRADO COMM to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLT equipment in the CIWC. INTRADO COMM shall deliver and maintain such strands wholly at its own expense. Upon verbal request by INTRADO COMM to CBT, CBT will allow INTRADO COMM access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after CBT's receipt of such request.

3.3.5 INTRADO COMM shall designate a manhole or other suitable entry-way immediately outside the MISC as a Fiber-Meet entry point and shall make all necessary preparations to receive, and to allow and enable CBT to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLT equipment in the MISC. CBT shall deliver and maintain such strands wholly at its own expense. Upon verbal request by CBT to INTRADO COMM, INTRADO COMM will allow CBT access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after INTRADO COMM's receipt of such request.

3.3.6 INTRADO COMM shall pull the fiber optic strands from the INTRADO COMM-designated manhole/entry-way into the MISC and through appropriate internal conduits INTRADO COMM utilizes for fiber optic facilities and shall connect the CBT strands to the OLT equipment INTRADO COMM has installed in the MISC.

3.3.7 CBT shall pull the fiber optic strands from the CBT-designated manhole/entry-way into the CIWC and through appropriate internal conduits CBT utilizes for fiber optic facilities and shall connect the INTRADO COMM strands to the OLT equipment CBT has installed in the CIWC.

3.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Switching Center or Wire Center through a point separate from that through which such Party's own fiber exited. CBT shall consider the construction of a separate entrance facility as a means to achieve requested redundancy but CBT is not obligated to agree to such construction.

3.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet and (ii) the cost to build-out its facilities to such Fiber-Meet.

3.4 Additional Interconnection in Existing LATA. If a Party wishes to establish additional Interconnection Points in any LATA, then it will provide notice to the other consistent with the notice provisions of **Section 3.4.1** and **Section 3.4.2**. The Interconnection Activation Date shall be consistent with the provisions of **Section 3.4.2**. If INTRADO COMM deploys additional switches in the LATA after the Effective Date or otherwise desires to establish Interconnection with additional CBT Central Offices, INTRADO COMM shall be entitled to establish such Interconnection and the terms and conditions of this Agreement shall apply to such

Interconnections. If either Party establishes an additional Tandem Switch within the LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices that serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

3.4.1 Except for when INTRADO COMM elects Collocation as an Interconnection method or elects a network architecture that requires CBT to Interconnect with INTRADO COMM's facilities via Virtual Collocation (such Collocation by CBT to be established under a separate agreement as set forth in Section 3.2.3), INTRADO COMM shall provide written notice to CBT of its need to establish Interconnection in such LATA pursuant to this Agreement, if INTRADO COMM desires to establish additional Interconnection Points within the LATA.

3.4.2 The notice provided in Section 3.4.1 shall include (i) the Interconnection Point INTRADO COMM has designated (or if such Interconnection is pursuant to a Member-Meet, the Interconnection Point INTRADO COMM requests); (ii) INTRADO COMM's requested Interconnection Activation Date; and (iii) a binding forecast of INTRADO COMM's trunking requirements, pursuant to Section 19.5 of this Agreement. Unless otherwise agreed by the Parties, each new Interconnection Activation Date shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is no more than ninety (90) days after the date on which INTRADO COMM delivered notice to CBT pursuant to Section 3.4.1. Within ten (10) Business Days of CBT's receipt of INTRADO COMM's notice specified in Section 3.4.1, CBT and INTRADO COMM shall confirm the Interconnection Point and the Interconnection Activation Date by attaching a supplementary schedule to Schedule 2.1.

3.5 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this Section 3.5, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network. If INTRADO COMM requests an Interconnection that is of a different quality than that provided by CBT to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

3.6 Network Management.

3.6.1 INTRADO COMM and CBT shall work cooperatively to install and maintain a reliable network. INTRADO COMM and CBT shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, and such other information as the Parties shall mutually agree) to achieve this desired reliability.

3.6.2 INTRADO COMM and CBT shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.6.3 CBT shall, upon the request of INTRADO COMM, provide the following network information, subject to any necessary privacy or proprietary safeguards:

- (a) Points of Interconnection available on the CBT network;
- (b) List of all local exchanges, and for each local exchange, the NXXs that are defined as within CBT's "local calling areas";
- (c) Switch locations (including Tandems and End Offices);

3.7 Standards of Performance.

3.7.1 Each Party shall provide the other Party Interconnection in accordance with Section 3.5 and as required in Schedule 3.7, (collectively, the "Interconnection Performance Benchmarks").

3.7.2 To determine CBT's compliance with the Performance Benchmarks, CBT shall maintain performance records and provide reports in accordance with the terms in Section 17.1 and the criteria in Schedule 3.7.

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

3.7.4 Upon mutual agreement of parties, the Interconnection Performance Benchmarks (Schedule 3.7) may be updated periodically to ensure compliance with Section 3.5.

3.8 E-911 Service.

3.8.1 CBT shall provide E9-1-1 Service to INTRADO COMM's local exchange dial tone customers on the same basis that CBT provides E9-1-1 Service to its own local exchange dial tone Customers in the municipality where CBT serves as a Designated E-911 Service Provider. Such E9-1-1 Service is provided pursuant to the terms and conditions set forth in this Section 3.8 at each Rate Center in which (i) INTRADO COMM is authorized to provide local exchange dial tone services and (ii) CBT is a Designated E-911 Service Provider.

3.8.2 Service and Facilities Provided by CBT.

- (a) CBT will provide INTRADO COMM with multiplexing at a designated CBT Central Office at the rates set forth at in the Pricing Schedule. CBT will also provide INTRADO COMM with trunking from the CBT Central Office to the designated CBT Control Office(s) with sufficient capacity to route INTRADO COMM's originating E9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth in Pricing Schedule. If

INTRADO COMM forwards the ANI information of the calling party to the Control Office, CBT will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by INTRADO COMM, CBT will display a Central Office identification code for display at the PSAP.

- (b) INTRADO COMM will provide itself, or lease from a third person, the necessary trunking to route originating E9-1-1 traffic from INTRADO COMM's Switches to the CBT Control Office(s). The point of Interconnection for INTRADO COMM's Primary and Diverse Routes, where available, to the multiplexer collocation space and E9-1-1 Control Offices is at the CBT Central Office. If Diverse Routes are not available, CBT shall, at the request of INTRADO COMM, provide diversity to INTRADO COMM, and INTRADO COMM shall pay local channel mileage charges for Diverse Routes as set forth in the Pricing Schedule. INTRADO COMM will be responsible for determining the proper quantity of trunks from its switches to the CBT Central Office(s). Trunks between the CBT Central Office and the CBT Control Office shall be delivered consistent with time frames that CBT provides itself or other customers, but in no case shall it exceed thirty (30) days. Following delivery, INTRADO COMM and CBT will cooperate to promptly test all transport facilities between INTRADO COMM's network and the CBT Control Office to assure proper functioning of the E9-1-1 service.
- (c) CBT will provide to INTRADO COMM in paper, on diskette or mechanized format information (the "E9-1-1 A&R Information"), and will seek the appropriate governmental approval if required that will (i) enable INTRADO COMM to make pre-edits to validate the street addresses of INTRADO COMM Customers and (ii) specify which E9-1-1 Control Office serves as the jurisdictional E9-1-1 answering point for Customers within the Exchange Areas served by INTRADO COMM. The E9-1-1 A&R Information will be provided by exchange rate center or community upon request. Until such time as a mechanized process for provision of this information is made available by CBT, CBT shall provide to INTRADO COMM in a paper format any updates to the E9-1-1 A&R Information on a quarterly basis or as soon as reasonably practicable after such updates occur. CBT will provide INTRADO COMM the format rules and definitions of E9-1-1 A&R Information at the time it provides such E9-1-1 A&R Information.
- (d) Where CBT serves as the Designated E-911 Service Provider, CBT will coordinate access to the CBT ALI database for the initial loading and updating of INTRADO COMM Customer information. Access coordination will include:

- (1) CBT-provided format requirements and a delivery address for INTRADO COMM to supply an electronic version of Customer telephone numbers, addresses and other information, both for the initial load and, where applicable, daily updates. CBT shall confirm receipt of this data as described in Section 3.8.2(g);
 - (2) Coordination of error resolution involving entry and update activity;
 - (3) Provisioning of specific E9-1-1 routing information on each access line;
 - (4) Updating the CBT ALI database from paper records of service order activity supplied by INTRADO COMM is optional. The charge for this service is separate and set forth in the Pricing Schedule under the category "Optional Manual Update"; and
 - (5) Providing INTRADO COMM with reference data required to ensure that INTRADO COMM's Customer will be routed to the correct Control Office when originating an E9-1-1 call.
- (e) In the event of a CBT or INTRADO COMM E9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the E9-1-1 Service between the Parties.
- (f) CBT will provide the order number and circuit identification code in advance of service due date.
- (g) INTRADO COMM or its third-party agent will provide CNA data to CBT for use in entering the data into the E9-1-1 database. The initial CNA data will be provided to CBT in a format prescribed by CBT. INTRADO COMM is responsible for providing CBT updates to the CNA data and for corrections that may occur during the entry of CNA data to the CBT E9-1-1 Database System. INTRADO COMM shall reimburse CBT for any additional database charges, if any, incurred by CBT for errors in CNA data updates caused by INTRADO COMM or its third party agent. CBT will confirm receipt of such data and corrections by the next Business Day by providing INTRADO COMM with a report of the number of items sent, the number of items entered correctly, and the number of errors.
- (h) INTRADO COMM will monitor the E9-1-1 circuits for the purpose of determining originating network traffic volumes. INTRADO COMM will

notify CBT if traffic study information indicates that additional circuits are required to meet the current level of E9-1-1 call volumes.

- (i) Incoming trunks for E9-1-1 shall be engineered to assure minimum P.01 grade of service, as measured using the "busy day/busy hour" criteria.
- (j) All E9-1-1 trunks must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDD"s).
- (k) INTRADO COMM shall report errors, defects and malfunctions to CBT. CBT shall provide INTRADO COMM with the point of contact for reporting errors, defects and malfunctions in the service and shall also provide escalation contacts.

3.8.3 Compensation.

In addition to the amounts specified in Section 3.8.2 and where CBT is a Designated E911 Services Provider, INTRADO COMM shall compensate CBT as set forth in the Pricing Schedule.

3.8.4 Additional Limitations of Liability Applicable to E9-1-1 Service.

- (a) CBT is not liable for the accuracy and content of CNA data that INTRADO COMM delivers to CBT. INTRADO COMM is responsible for maintaining the accuracy and content of that data as delivered. However, as custodian of the data CBT must exercise reasonable care of the data.
- (b) Notwithstanding anything to the contrary contained herein, CBT's liability to INTRADO COMM and any third person shall be limited to the maximum extent permitted by Section 4931.49 Ohio Revised Code.

3.5 Database and Network Requirements. The Implementation Team shall identify that information that INTRADO COMM must provide CBT so that CBT can provide INTRADO COMM with the E9-1-1 services described herein.

3.8.6 CBT shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from INTRADO COMM.

3.8.7 Arrangements Where INTRADO COMM Is a Designated E-911 Service Provider. In geographic areas where INTRADO COMM serves as a Designated E-911 Service Provider, CBT will provide trunking to the POI serving INTRADO COMM's Intelligent Emergency Network® for the delivery of E-911 traffic to PSAPs served by INTRADO COMM's Selective Routing system. INTRADO COMM will have no obligation to CBT or any other Third

For Discussion Purposes Only

Party Service Provider to terminate 911 Service or E-911 Service traffic on the INTRADO COMM Intelligent Emergency Network® from such Third Party Service Providers.

3.8.7.1 CBT will provide E9-1-1 facility transport to the mutually agreed POI exclusively used for termination of 911 Service and E911 Service traffic on the INTRADO COMM Intelligent Emergency Network®. The transport facility must be capable of termination at a DS1 level. CBT will order from INTRADO COMM a sufficient quantity of DS1 and DS0 terminations to INTRADO COMM's E-911 network via the INTRADO COMM Port Service Request (PSR) process, in quantities such that a P.01 grade of service is maintained for the End Office trunk group established for use by CBT's Customers. ~~INTRADO COMM will timely provision such DS1 and DS0 ports and provide the facilities from the POI to the INTRADO COMM Intelligent Emergency Network® at no charge to CBT.~~ CBT shall utilize Signaling System 7 (SS7) signaling protocol for DS0 terminations to INTRADO COMM's Intelligent Emergency Network®.

3.8.7.2 CBT shall provision separate and identifiable trunk groups for each CBT End Office. CBT may aggregate and/or transport 911/E911 traffic from its chosen location to an INTRADO COMM Intelligent Emergency Network® mutually agreed POI.

3.8.7.3 CBT shall not deliver its Customers' 911 Service and E-911 Service calls originating outside of INTRADO COMM's E-911 serving area to INTRADO COMM's network except as noted in this Section.

(a) Split Wire Center Call Delivery Exception - Where it is technically feasible, CBT to segregate its Customers' 911 Service or E-911 Service call traffic associated with an End Office Wire Center and where an End Office Wire Center serves Customers both within and outside of the INTRADO COMM's network serving area, CBT shall work cooperatively with INTRADO COMM and the affected E911 Authority to:

(i) to establish call routing and/or call handoff arrangements;

(ii) to establish which E-911 Service provider will sort the 911 Service traffic offered over direct trunking from the split End Office Wire Center to determine which calls must be handed-off; and

(iii) to establish which E-911 Service provider will be receiving a call hand-off from the E-911 Service provider performing the call sorting function.

(b) Split Wire Center Call Delivery Cost - CBT shall be responsible for any and all costs incurred by INTRADO COMM resulting from CBT's inability to segregate its Customers' 911 Service or E-911 Service call traffic at an end office level and resulting in call hand-offs from

INTRADO COMM's network to another E-911 service provider's network.

(c) Split Wire Center "Partially Deployed" 911 Exception - Where CBT is technically incapable of segregating its Customers' 911 Service or E-911 Service call traffic associated with a specific Wire Center and where the Wire Center serves Customers that are within INTRADO COMM's network serving area and E911 Authorities that have not deployed 911 Services or E-911 Services, 911 Service or E-911 Service call traffic for the entire End Office shall be delivered to INTRADO COMM for call delivery to the appropriate E911 Authority.

3.8.7.4 INTRADO COMM shall electronically provide an initial MSAG load and daily updates to CBT for use in submitting MSAG and Customer record information to INTRADO COMM. It shall be the responsibility of CBT to accept and maintain the daily MSAG update files from INTRADO COMM. INTRADO COMM shall provide, initially at no charge, upon written request, a new initial load of the MSAG to CBT.

3.8.7.5 Where CBT has an Automatic Location Identification (ALI) system serving PSAPs having jurisdictional boundaries adjoining INTRADO COMM served PSAPs, each Party shall load and update pertinent steering tables and respective ALI data bases in a manner that supports retrieval of ALI from the appropriate third party provider during call transfers. Each Party shall provide the other the necessary data to support ALI steering table synchronization.

3.8.7.6 Each Party shall support the use of a mutually agreed protocol for steering between the INTRADO COMM ALI hosts and the CBT ALI hosts.

3.8.7.7 Each party will be responsible for alarming and monitoring their respective originating 911 End Office and inter-selective routing trunks. Each party shall notify the other of any service outage on their respective E-911 trunks that affect the other Party, and work cooperatively to restore service in accordance with federal, state and local 911 rules.

3.8.7.8 Each Party will use NENA Recommended Standards and Network Reliability and Interoperability Committee 911 recommendations when engineering 911 trunking and transport on their respective side of the POI.

ARTICLE IV

TRANSMISSION AND ROUTING OF TRAFFIC PURSUANT TO SECTION 251(c)(2)

4.1 **Scope of Traffic.** Article IV prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the Interconnections specified in Article III for the transmission and routing of Local Traffic, Information Access Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

4.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated Toll Free traffic (e.g., 800/888) over Local/IntraLATA Interconnection Trunks. E911 traffic will be the only traffic routed over E911 trunk groups.

4.3 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

4.3.1 The Parties shall mutually agree to initially configure either a one (1)-way or two (2)-way trunk group as a direct transmission path through the Interconnection Point(s) specified in Schedule 2.1. INTRADO COMM shall specify the Digital Signal Level of the trunk facilities (e.g., DSO, DS1 or higher, where available) consistent with the forecasting requirements in Section 19.5.2.

4.3.2 CBT shall ensure that each Tandem connection permits the transport of traffic to all End Offices that sub-tend such Tandem to which transport is technically feasible. Each Party shall establish and maintain separate logical trunk groups connected to each CBT Tandem that serves, or is sub-tended by End Offices that serve, Customers within the Exchange Areas served by such Tandem Switches. Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

4.3.3 Tandem Exhaust. If a Tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any Busy Season, the Parties will mutually agree on an End Office trunking plan that will alleviate the Tandem capacity shortage and ensure completion of traffic between INTRADO COMM and CBT Customers. For purposes of this agreement, "Busy Season" means any three (3) consecutive month period.

4.3.4 Traffic Volume. The Parties will install and retain direct End Office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between an INTRADO COMM switching center and an CBT End Office where traffic exceeds or is forecast to exceed five hundred (500) Busy Hour CCS or nine hundred (900) busy hour minutes of use for a six (6)-week period. The Parties will install additional capacity between such points when overflow traffic between the INTRADO COMM switching center and CBT access Tandem exceeds or is forecast to exceed five hundred (500) Busy Hour CCS or nine hundred (900) busy hour minutes of use for such six (6)-week period.

4.3.5 Mutual Agreement. As mutually agreed upon by the Parties, the Parties may install additional direct End Office trunking in the absence of the conditions set forth in Sections 4.3.3 and 4.3.4 above.

4.3.6 Inter-Selective Router Trunking. Where INTRADO COMM is a Designated E911 Service Provider, INTRADO COMM and CBT shall work together, where technically feasible, to provide PSAPs subtending their respective E911 networks the ability to transfer E911 calls between INTRADO COMM and CBT E911 networks. This shall be

accomplished by the deployment of bi-directional one way or two-way trunk configurations. Parties shall be responsible for deploying and maintaining the trunks between their respective Selective Router and the POI for delivery of E-911 call transfers from the subtending PSAPs to the other Party's subtending PSAPs. The configuration of these inter-Selective Router trunk groups shall be designed to support the existing E911 generic software of the CBT Selective Router. CBT will notify INTRADO COMM of any upgrades to the CBT E911 generic software in the CBT Selective Router that would allow for a different trunking configuration to support inter-Selective Router transfer. Each party will establish and maintain appropriate Selective Routing Database updates and/or trunk routing translations, as required, to support inter-Selective Router E9-1-1 PSAP call transfer capability requested by the 911 Authority.

4.4 Signaling.

4.4.1 Where available, Common Channel Interoffice Signaling ("CCIS") signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number ("CPN") within the SS7 signaling message, if available. If CCIS is unavailable, Multi-Frequency ("MF") signaling shall be used by the Parties. Each Party is responsible for providing its portion of the signaling links and ports on its STPs necessary to provide CCIS signaling to support the exchange of traffic under this Agreement.

4.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs where traffic will be exchanged or shall arrange for signaling connectivity through a third-party provider that is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

The Parties will cooperate on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters where applicable will be provided, including Calling Party Number ("CPN"), Originating Line Information ("OLI"), calling party category and charge number. For terminating Exchange Access, such information shall be passed by a Party to the extent that such information is provided to such Party.

4.4.4 Where available, and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64-Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

4.5 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups as agreed by the Implementation Team. A blocking standard of one-half of one percent (0.005) for all final trunk group traffic via tandem and a blocking

standard of one percent (0.01) during the average busy hour for all other final trunk group traffic, as defined by industry standards, shall be maintained.

4.6 Measurement and Billing. The Parties shall measure Interconnection in accordance with this Section 4.6 and bill in accordance with Article XXVII and this Section 4.6.

4.6.1 For billing purposes, each Party shall pass Calling Party Number ("CPN") information on each call that it originates over the Local/IntraLATA Trunks; provided that all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage ("PLU") factor calculated based on the amount of actual volume during the preceding three (3) months. The factors will be reevaluated every three (3) months and provided to the other Party within twenty (20) calendar days after the end of each quarter. If a PLU factor is not provided, the one already in effect stays in effect (i.e., no default). If either Party fails to pass at least ninety percent (90%) of calls with CPN that it originates within a monthly period on a specific trunk, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic and, if applicable, Exchange Access Traffic be established for that specific trunk.

4.6.2 INTRADO COMM and CBT agree to exchange such reports and/or data as provided in this Section 4.6 to facilitate the proper billing of traffic. Either Party may request an examination pursuant to Section 28.2 of such usage reports upon thirty (30) days written notice. Such examination shall be requested within six (6) months of having received the PLU factor and usage reports from the other Party and shall be performed during Normal Business Hours.

4.6.3 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time for Local Traffic and Information Access Traffic, and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic. The total conversation seconds will be totaled for the entire monthly bill cycle and then rounded to the next whole minute.

4.7 Reciprocal Compensation Arrangements -- Section 251(b)(5). Compensation for the transport and termination of Local Traffic, Information Access Traffic and IntraLATA Toll Traffic shall be pursuant to this Section 4.7. Compensation for the transport and termination of any Exchange Access Traffic shall be pursuant to Article VI.

4.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic and Information Access Traffic billable by CBT or INTRADO COMM that a Telephone Exchange Service Customer originates on CBT's or INTRADO COMM's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rates provided in this Section 4.7; provided, however, that compensation for Local Traffic and Information Access Traffic will be reciprocal and symmetrical.

4.7.1.1 Compensation for Local Traffic and Information Access Traffic will be rated at \$.0007/mou until further action by the FCC to establish rates for the exchange of

Information Access Traffic. Any change by the FCC in the manner or rate of compensation for Information Access Traffic shall apply prospectively only.

4.7.1.2 For each month, during the term of this Agreement (each a "Calculation Period"), each party shall calculate the total Local Traffic and Information Access Traffic delivered to the other Party during that Calculation Period and provide the calculation in written form to the other Party, within thirty (30) days after the end of the Calculation Period.

4.7.2 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

4.7.3 Each Party shall charge the other Party its effective applicable federal and state-tariffed IntraLATA FGD-switched access rates for the transport and termination of all IntraLATA Toll Traffic.

4.7.4 No E-911 traffic shall be subject to reciprocal compensation.

ARTICLE V

TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

5.1 **Scope of Traffic.** Article V prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and non-translated 800 traffic between INTRADO COMM Telephone Exchange Service Customers and Interexchange Carriers. Notwithstanding anything to the contrary contained herein, compensation for routing of Exchange Access traffic shall be pursuant to Article VI.

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 The Parties shall jointly establish Access Toll Connecting Trunks between INTRADO COMM and CBT by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to INTRADO COMM's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access and non-translated Toll Free traffic (e.g., 800/888) to allow INTRADO COMM's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier that is connected to the CBT access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be one-way or two-way trunks, as mutually agreed, connecting an End Office Switch that INTRADO COMM utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in the given LATA to an access Tandem Switch CBT utilizes to provide Exchange Access in the LATA.

5.3 **Logical Trunk Groups.** In the LATA identified on Schedule 2.1, each INTRADO COMM Switching Center Switch in that LATA shall subten the CBT access Tandem in that LATA via logical trunk groups, as provided in Section 4.3.2.

5.4 **End Office Access.** Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

ARTICLE V

MEET-POINT BILLING ARRANGEMENTS

6.1 Meet-Point Billing Services.

6.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-0083, issue 5, June 2004, the Parties shall provide to each other the Switched Access Detail Usage and the Switched Access Summary Usage Data to bill for jointly provided switched access services such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXC's that may utilize any portion of either Party's network in an INTRADO COMM /CBT MPB arrangement in order to comply with the MPB No. 1 Edition process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC code.

6.1.2 INTRADO COMM shall designate the access Tandem or any other reasonable facilities or points of interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem designated, the Parties shall mutually agree upon a billing percentage as set forth in Schedule 6.0 and shall further agree, within thirty (30) days of the Effective Date, upon billing percentages for additional routes, which billing percentages shall be set forth in Schedule 6.0 as amendments hereto. Either Party may make this billing percentage information available to IXC's. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

6.1.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.

6.1.4 Each Party shall implement the "Multiple Bill/Multiple Tariff" option in order to bill the IXC for each Party's own portion of jointly provided Telecommunications Service.

6.2 Data Format and Data Transfer.

6.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer using the Exchange Message Record ("EMR") format. CBT has two (2) billing systems, each of which has a fixed billing period. Resale and unbundled Ports will be in the 1st CRIS billing period every month; and, unbundled loops will be in the 7th CABS billing period every month. These billing periods coincide with current CABS and CRIS billing procedures. CABS bills are currently received via NDM and CRIS bills will be sent via NDM, if requested by INTRADO COMM. Bill Data Tapes will be shipped overnight.

6.2.2 INTRADO COMM shall provide to CBT, on a monthly basis, the Switched Access Summary Usage Data (category 1100XX records), via electronic data transfer using a mutually agreed upon format.

6.2.3 CBT shall provide to INTRADO COMM, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) via daily electronic data transfer via dedicated dial-up, using EMR format. In any event, CBT shall provide the information on magnetic tape no later than ten (10) calendar days from the usage recording date.. CBT and INTRADO COMM shall use best efforts to utilize electronic data transfer.

6.2.4 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet-Point Billing service. Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

6.2.5 When CBT records on behalf of INTRADO COMM and Access Detail Usage Data is not submitted to INTRADO COMM by CBT in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined and if as a result INTRADO COMM is delayed in billing IXC, then late payment charges will be payable by CBT to INTRADO COMM. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

6.2.6 If Summary Access Usage Data is not submitted to CBT in a timely fashion or if it is not in proper format as previously defined and if as a result CBT is delayed in billing IXC, then late payment charges will be payable by INTRADO COMM to CBT. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by the subsequent billing company in a timely fashion.

6.3 Errors or Loss of Access Usage Data.

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

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

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

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

ARTICLE VII BLV/BLVI TRAFFIC

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

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

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

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

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

ARTICLE VIII TRANSIT SERVICE

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

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

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

- (a) (a) Each party acknowledges that CBT has no responsibility to pay any third party LEC or CMRS provider for termination of any transit traffic. CBT will not pay such charges on behalf of the originating party unless CBT acts as the primary toll carrier ("PTC"), as (c)(1) below. The Parties agree to enter into their own agreements with third party Telecommunications Carriers. In the event one Party originates traffic that transits the other Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic interchange agreement, then the originating Party will indemnify the other Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys fees and expenses.
- (b) (b) For Local Traffic, Information Access Traffic and IntraLATA Toll Traffic originating from INTRADO COMM that is delivered over the Transit Service ("Transit Traffic") INTRADO COMM shall pay to CBT a Transit Service charge as set forth in the Pricing Schedule. INTRADO COMM is responsible for paying any termination charges imposed by the third party carrier. Transit Traffic as used in this Article VIII refers to a switching and transport function which applies when one Party sends Local Traffic to a third party's network through the other Party's Tandem and does not apply when calls originate with or terminate to the transit Party's Customer. The Transit service rate set forth in the Pricing Schedule will apply to Transit Traffic. The originating Party is responsible for the appropriate rates unless otherwise specified.

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

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

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

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

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

9.1 Access to Network Elements.

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

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

(1) The Commission concludes that:

- (a) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to INTRADO COMM on an unbundled basis; and
- (b) INTRADO COMM could offer the same proposed Telecommunications Service through the use of other, nonproprietary means; or

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

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

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

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

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

9.2.1 Local Loops, as more fully described on Schedule 9.2.1;

9.2.2 The Network Interface Device, as more fully described on Schedule 9.2.2;

9.2.3 Reserved for future use;

9.2.4 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.4;

9.2.5 Reserved for future use;

9.2.6 Operations Support Systems ("OSS") functions as more fully described on Schedule 9.2.6; and

9.2.7 Subloops, as more fully described on Schedule 9.2.7.

9.3 Combination of Network Elements.

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

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

9.3.2.1 Loop Combination.

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

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

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

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

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

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

9.3.6 Reserved for future use.

9.3.7 Reserved for future use.

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

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

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

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

9.4 Nondiscriminatory Access to and Provision of Network Elements.

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

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

9.5 Provisioning of Network Elements.

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

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

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

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

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

9.7 Pricing of Unbundled Network Elements.

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

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

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

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

9.8 **Billing.** CBT shall bill INTRADO COMM for access to unbundled Network Elements pursuant to the requirements of Article 2.2.2 to this Agreement.

9.9 **Maintenance of Unbundled Network Elements.**

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

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

9.10 **Standards of Performance.**

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

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

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

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

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

ARTICLE V
RESALE AT WHOLESALE RATES – SECTION 251(c)(4)
RESALE AT RETAIL RATES – SECTION 251(b)(1)

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

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

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

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

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

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

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

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

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

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

10.4 Additional Charges for Resale Services. In addition to the rates set forth in the Pricing Schedule, INTRADO COMM shall pay CBT (i) for any applicable charges or fees, if any, incident to the establishment or provision of the Resale Services requested by INTRADO COMM, including channel charges, initial non-recurring charges and construction charges, and (ii) the applicable non-discounted end user common line charge, as set forth in F.C.C. No. 95, Section 4, as well as any other non-discounted end-user charges which may be set forth in Commission regulations.

10.5 Restrictions on Resale Services

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

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

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

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

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

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

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

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

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

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

10.7 Operations Support Systems Functions. CBT shall provide INTRADO COMM, upon INTRADO COMM's request, non-discriminatory access to CBT's Operations Support Systems functions for provisioning, ordering, provisioning, maintenance and repair and billing, in accordance with the terms and schedules established in the Commission's Arbitration Award in Case No. 97-152-70 ARB, August 14, 1997 ("Arbitration Award"). CBT shall provide INTRADO COMM advance written notice of any material changes to CBT operating support systems functions.

10.8 Non-discriminatory Provision of Resale Services.

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

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

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

10.9 Standards of Performance.

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

10.9.2 As a Local Exchange Carrier, INTRADO COMM is required to provide end-user service to its Customers which meets all applicable requirements of the PUCO's Minimum Telephone Service Standards ("MTSS") as set forth in Chapter 4711:1-5 of the Ohio Administrative Code. To the extent that CBT has obligations to INTRADO COMM under the MTSS as an "Underlying Carrier", such obligations shall be governed exclusively by **Section 17.2** of this Agreement and CBT shall have no further or deemed obligations to INTRADO COMM under the MTSS other than to provide credits to INTRADO COMM in accordance with the requirements of **Section 17.2**.

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

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

10.10 Branding.

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

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

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

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

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

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

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

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

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

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

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

10.11 Primary Local Exchange and Interexchange Carrier Selections.

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

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

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

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

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

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

10.12 Functionality Required To Support Resale Service

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

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

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

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

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

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

10.13 Service Functions.

10.13.1 Point of Contact for Resale Purchase Customer.

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

10.13.2 Access To Operations Support Systems Functions - Provisioning.

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

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

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

10.13.3 Access to Operations Support Systems Functions ~ Maintenance.

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

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

10.14 Responsibilities of INTRADO COMM.

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

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

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

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

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

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

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

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

10.16 Exchange of Billing Information.

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

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

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

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

10.17 Use of Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.5 Eligible Equipment.

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

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

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

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

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

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

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

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

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

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

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

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

12.8 Interconnection Points and Cables.

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

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

12.9 Allocation of Collocation Space.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Delivery of Collocated Space.

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

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

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

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

12.12.4 Delivery of Physical Collocation Space.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.12.5.1 If INTRADO COMM has properly forecast its collocation demands, CBT shall deliver to INTRADO COMM the requested physical collocation space within 76 business days (roughly, 106 calendar days) when conditioned space is available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.14 Terms of Virtual Collocation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.15.14 Power plant alarms and cabling shall adhere to Bellcore Network Equipment Building Systems (NEBS) Standard TR-EOP-000063.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII

NUMBER PORTABILITY -- SECTION 251(b)(2)

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

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

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

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

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

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

13.2 Procedures for Providing LNP

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

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

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

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

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

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

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

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

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

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

15.1 Directory Listings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.2.1.4 INTRADO COMM or its Directory Assistance service subcontractor shall take all necessary and reasonable precautions to protect the integrity of the DA Input Data and to protect the proprietary nature of any nonpublished information. Under no circumstances shall INTRADO COMM or its Directory Assistance service subcontractor use the DA Input Data for any marketing purpose or to select or identify in any manner potential customers to receive any marketing information. Under no circumstances shall INTRADO COMM or its Directory Assistance service subcontractor use the DA Input Data for the purpose of publishing a directory in any format, including any end-user electronic on-line directory service. Nothing herein shall be construed to prohibit INTRADO COMM from publishing a directory pursuant to Section 222(e) of the Act, so long as the DA Input Data is not used for such purpose. INTRADO COMM or its Directory Assistance service subcontractor shall not permit any unaffiliated third party with whom it has not contracted to provide a local Directory Assistance service to use the DA Input Data or any information extracted therefrom.

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

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

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

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

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

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

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

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

15.2.2 The Implementation Team will address the following issues:

15.2.2.1 Directory Assistance Database

(a) DA Input Data Exchanges and Interfaces

(b) Data Processing Requirements

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

ARTICLE XVI
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY -- SECTIONS
251(b)(4) AND 224

16.1 Structure Availability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.10 Maintenance Ducts.

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

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

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

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

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

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

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

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

16.17 Inspections. CBT may make periodic inspections of any part of the Attachments of INTRADO COMM located on CBT Structures. Inspections shall be made to (i) ensure that INTRADO COMM's Attachments have been constructed in accordance with the applicable permit and do not violate any other reaching party's rights on the Structure and (ii) ensure that INTRADO COMM's Attachments are subject to a valid permit and conform to all applicable standards as set forth in Section 14. INTRADO COMM shall reimburse CBT for any costs of such inspections incurred by CBT (as required by Section 252(d) of the Act and approved by the Commission). Except in cases involving safety, damage to Attachments or reported violations of the terms of this Agreement, compliance inspections shall not be made more often than once every five (5) years. When reasonably practicable to do so, CBT shall provide prior written notice to INTRADO COMM of such inspections.

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

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

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

16.21 Interconnection.

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

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

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

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

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

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

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

ARTICLE XVII

SERVICE PERFORMANCE MEASUREMENT AND CREDITS

17.1 Service Performance Records and Reporting

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

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

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

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

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

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

17.2 Service Credits

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

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

17.2.3 Interconnection Trunk Service Credits

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

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

17.2.4 Resale and Unbundled Element Service Credits

17.2.4.1 INTRADO COMM is eligible for "Incident Related Service Credits" as described in Schedule 17.2.4 and in accordance with the provisions described in this Section 17.2. Credits described in this Section 17.2.4 do not shift CBT's obligation as an "underlying carrier" under Rule 4901 and will be the sole source of credits for CBT's nonperformance.

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

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

subscribers monthly local service charge of \$21 equals a credit of \$7.)

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

17.2.5 Non-Performance Service Credits

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

- (a) CBT's performance on a "Performance Category", as defined in Section 17.2.5.2 and 17.2.5.3, is below 90% for three consecutive months or any four non-consecutive months within a rolling twelve month period,
- (b) For the Performance Category reflected in Schedule 3.7, any month in which the number of incidences in a Performance Category causing CBT's performance to be below 90% is not more than two will not be counted for purposes of Section 17.2.5.1(a),

For the Unbundled Network Elements Performance Category reflected in Schedule 7.10, the number of Unbundled Network Elements ordered by INTRADO COMM for the month in question meets or exceed 200 elements. If the number of elements ordered by INTRADO COMM in the month is less than 200, then those elements will be carried forward into the next month, according to the terms in Section 17.2.5.5, for purposes of performance measurement,

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

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

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

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

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

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

- (a) If the performance for each of the "credit triggering" three consecutive or four non-consecutive months is less than 90% but greater than 80%, the credit will be \$5,000.
- (b) If the performance for one of the "credit triggering" three consecutive or four non-consecutive months is less than 80%, the credit will be \$10,000.

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

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

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

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

ARTICLE XVIII

IMPLEMENTATION TEAM

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

ARTICLE XIX

GENERAL RESPONSIBILITIES OF THE PARTIES

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

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

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

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

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

19.5 Forecasting Requirements.

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

19.5.2 Thirty (30) days after the Effective Date, and every January and July thereafter during the term of this Agreement, each Party shall provide the other Party with a rolling, eighteen (18) calendar-month binding forecast of its traffic and volume requirements for the Interconnection and Network Elements provided under this Agreement, in any form and in such detail as agreed by the Parties. Any underforecast by INTRADO COMM that is off by more than twenty percent (20%) will be considered a "Delaying Event". In the event of an overforecast by INTRADO COMM that is off by more than twenty percent (20%), and if CBT can demonstrate excess capacity it has placed in its network because of INTRADO COMM's overforecast, CBT shall be entitled to pursue a claim against INTRADO COMM for its loss resulting from such excess capacity. Notwithstanding Section 20.1.1, the Parties agree that each forecast provided under this Section 19.5.2 shall be deemed "Proprietary Information" under Article XX.

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

19.7 Traffic Management and Network Harm.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CBT will provide INTRADO COM1 with existing, and any future updates to:

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

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

ARTICLE XX PROPRIETARY INFORMATION

20.1 Definition of Proprietary Information.

20.1.1 "Proprietary Information" means:

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

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

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

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

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

20.2 Disclosure and Use.

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

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

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

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

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

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

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

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

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

20.3 Government Disclosure.

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

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

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

20.4 Ownership.

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

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

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

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

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

ARTICLE XXI TERM AND TERMINATION

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

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

21.2 Renegotiation of Certain Terms.

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

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

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

21.4 Transitional Support.

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

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

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

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

ARTICLE XXII DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

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

ARTICLE XXIII CANCELLATION CHARGES

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

ARTICLE XXIV SEVERABILITY

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

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

**ARTICLE XXV
INDEMNIFICATION**

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

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

25.2 Intellectual Property Rights and Indemnification.

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

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

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

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

ARTICLE XXVI

LIMITATION OF LIABILITY

26.1 Limited Responsibility.

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

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

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

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

26.4 Remedies.

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

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

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

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

ARTICLE XXVIII BILLING

27.1 Billing.

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

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

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

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

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

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

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

27.4 Late Payment Charges. Except for Disputed Amounts, if a Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by a Party after the Bill Due Date, or if payment is made by check that is currently dated and drawn on an account with sufficient available funds, then a late payment charge may be assessed as provided in Section 27.8.

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

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

- (a) The Billing Party must provide written notice to the Nonpaying Party, with a copy to the Commission, of the amounts owed the Billing Party and that no connection of service will occur if prompt payment of the undisputed past due balance is not paid within thirty (30) days of such notice.
- (b) If the Nonpaying Party fails to pay the amounts due that are not Disputed Amounts within 30 days of notification by the Billing Party, the Billing Party may terminate this Agreement and service to the Nonpaying Party.
- (c) In the event this Agreement is terminated for nonpayment, the Billing Party shall be entitled to payment of all amounts due from the Nonpaying Party in accordance with Section 21.5.

27.7 Adjustments.

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

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

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

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

ARTICLE XXVIII

DISPUTED AMOUNTS, AUDIT RIGHTS AND DISPUTE RESOLUTION

28.1 Disputed Amounts.

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

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

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

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

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

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

28.2 Audit Rights.

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

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

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

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

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

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

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

28.3 Dispute Escalation and Resolution.

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

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

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

28.3.3 In the event that the Parties permit the pending of a Dispute or other proceeding to disrupt service to any INTRADO COMM Customer or CBT Customer.

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

ARTICLE XXIX REGULATORY APPROVAL

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

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

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

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

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

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

ARTICLE XXX

REFERRAL ANNOUNCEMENT

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

ARTICLE XXXI

MISCELLANEOUS

31.1 Authorization.

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

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

31.2 Designation of Affiliate.

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

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

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

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

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

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

31.6 Governing Law.

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

31.7 Taxes.

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

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

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

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

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

To INTRADRAFT COMMUNICATIONS

Attn:

Facsimile: (XXX) XXX-XXXX

To CBT:

Cincinnati Bell Telephone Company

221 E. Fourth Street, 121-850

P.O. Box 2301

Cincinnati, Ohio 45202-2301

Attn: Vice President & General Manager - Carrier Services

Facsimile: (513) 241-8735

with a copy to:

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

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

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

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

31.13 Section 252(i) Obligations.

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

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

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

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

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

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

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

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

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

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

INTRADO COMMUNICATIONS

CINCINNATI BELL TELEPHONE
COMPANY LLC

By: _____

By: _____

Printed: _____

Printed: Susan J. Maggard

Title: _____

Title: Vice President & General Manager
- Carrier Services

SCHEDULE 1.2

DEFINITIONS

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

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

"Access Toll Connecting Trunks" is as defined in Section 5.1.

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

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

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

"Affiliate" is as defined in the Act.

"AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1108 CORE which defines the industry standard for message recording.

"Applicable Laws" is as defined in Section 19.2.

"As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

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

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

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

"Bellcore" means Bell Communications Research, Inc.

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

"Binder" or **"Binder Group"** means copper pairs bundled together in a cable, generally in groups of 25, 50 or 100.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"COBO" is as defined in Section 2.2.1.5.

"Collocation" is As Described in the Act.

"Combination" is as defined in Section 2.3.

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

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

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

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

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

For Discussion Purposes Only

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Delivery Date" is as defined in Sections 12.12.5 and 12.14.

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

"Derivative Information" is as defined in Section 20.1.1(b).

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

"Dialing Parity" is As Defined in the Act.

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

"Digital Signal Level 0" or "DS0" means the 64 kbps zero-level signal in the time-division multiplex hierarchy.

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

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

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

For Discussion Purposes Only

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

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

"Disclosing Party" is as defined in Section 20.1.1.

"Dispute" is as defined in Section 28.3

"Disputed Amounts" is as defined in Section 28.1.1.

"Documentation of Authorization" is as defined in Schedule 10.11.1.

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

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

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

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

"Equal in quality" is as defined in Section 3.5.

"Exchange Access" As Defined in the Act.

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

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

"FCC" means the Federal Communications Commission.

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

For Discussion Purposes Only

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

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

"Force Majeure Event" is as defined in Section 9.6.

"Grandfathered Services" is as defined in Section 10.3.1.

"Hazardous Substances" is as defined in Section 19.2.

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

"High Frequency Portion of the Loop" or ("HFPL") is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmission. The voice band frequency range of the spectrum is typically between 300 to 3,000 Hertz and possibly up to 5,000 Hertz depending upon equipment and facilities.

"Implementation Team" is defined in ARTICLE XVIII.

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

"Information Access Traffic" is defined in FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68, Paragraph 44, released on April 27, 2001 and includes exchange services used for Information Access Traffic.

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

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

"Initial Term" is as defined in Section 21.1.

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

“Insufficient Capacity” is as defined in Section 16.1.2

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

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

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

“Interconnection” is As Defined in the Act.

“Interconnection Activation Date” is defined in Section 2.2.

“Interconnection Point” is as defined in Section 2.2.

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

“InterLATA” is As Defined in the Act.

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

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

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

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

For Discussion Purposes Only

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

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

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

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

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

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

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

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

For Discussion Purposes Only

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

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

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

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

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

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

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

"MTSS" refers to the Minimum Telephone Service Standards as contained in Chapter 4901:1-3 Ohio Administrative Code, as it may be amended from time to time.

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

"Network Element" is As Defined in the Act.

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

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

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

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

"Number Portability" is As Defined in the Act.

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

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

"Occupancy Date" is as defined in Section 12.1.10.

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

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

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

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

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

"Physical Collocation" is as defined in the Act.

"PIC" means primary Interexchange Carrier.

"Premises" is As Defined in the Act.

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

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

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

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

"Proprietary Information" is as defined in Section 20.1.1.

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

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

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

"Receiving Party" is as defined in Section 20.1.1.

"Reciprocal Compensation" is As Described in the Act.

"Referral Announcement" is as defined in Article XXX.

"Renewal Term" is as defined in Section 21.1.

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

"Resale Services" is as defined in Section 10.3.

"Resale Tariff" is as defined in Section 10.11.2.

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

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

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

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

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

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

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

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

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

For Discussion Purposes Only

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

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

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

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

"Subloop" is a network element defined as any portion of the loop that is technically feasible to access at terminals in CBT's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder distribution interface. Access to the subloop is subject to the Commission's collocation rules at §§ 51.321-322.

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

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

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

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

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

For Discussion Purposes Only

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

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

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

"Telecommunications" is As Defined in the Act.

"Telecommunications Act" means the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

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

"Telecommunications Carrier" is As Defined in the Act.

"Telecommunications Service" is As Defined in the Act.

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

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

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

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

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

"Unauthorized Switching" is as defined in **Section 10.11.2.**

"Virtual Collocation" is As Defined in the Act.

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

Intrado Draft 4-21-08

For Discussion Purposes Only

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

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

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

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SCHEDULE 2.1

IMPLEMENTATION SCHEDULE
OHIO

1. Interconnection

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

SCHEDULE 2.2

BONA FIDE REQUEST PROCESS

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

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

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

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

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

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

SCHEDULE 2.3

TECHNICAL REFERENCE SCHEDULE

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

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

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

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

Unbundled Network Elements

Unbundled Loop Transmission

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

Local Switching

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

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

Dedicated and Shared Transport

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

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

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

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

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

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

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

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

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

Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)

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

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

Signaling Transfer Points ("STP"s)

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

ANSI T1.111.2

ANSI T1.111.3

ANSI T1.111.4

ANSI T1.111.5

ANSI T1.112.4

ANSI T1.118

ANSI T1.116

ANSI T1.115

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

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

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

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

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

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

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

Service Control Points (SCPs)/Call-Related Databases

GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1995)
GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994)
GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995)
GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-000129)
GR-1158-CORE, OSSGR Section 12.3: Line Information Database 6, Issue (Bellcore, October 1995)
GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, 1995)
GR-1280-CORE, All Service Control Point (SCP) Generic Requirements

Tandem Switching

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

Performance Standards

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

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

Network Interface Device

Bellcore Technical Advisory TA-TSY-000120, "Customer Premises or Network Ground Wire"
Bellcore Generic Requirement GR-49-CORE, "Generic Requirements for Outdoor Telephone Network Interface Devices"
Bellcore Technical Requirement TR-NWT-002339, "Indoor Telephone Network Interfaces"
Bellcore Technical Requirement TR-NWT-000937, "Generic Requirements for Outdoor and Indoor Building Entrance"

Interconnection

Trunking Interconnection

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

Belcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service
Belcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services
Belcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)
ANSI T1.110-1992, American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)
ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement
ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)
ANSI T1.113-1995, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part
ANSI T1.114-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP)
ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks
ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)
ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)
Belcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)
Belcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LDB) Service
Belcore Standard FR-0001-T-000
ANSI Standard T1.206

Electrical/Optical Interfaces

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

Collocation

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

Intrado Draft 4-21-08
For Discussion Purposes Only

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

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

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

National Electrical Code (NEC) use latest issue

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

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

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

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

TR-NWT-000154, General Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 1 (Bellcore, January 1992)

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

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

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

Underwriters' Laboratories Standard 4, UL 94

SCHEDULE 3.7

CBT INTERCONNECTION PERFORMANCE BENCHMARKS

1.0 Interconnection Performance Benchmarks

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

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

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

2.0 Trunk Provisioning Intervals

Number of End Office Trunks Per Order

1-48
49-96
97 +

Interval

10 Business Days
10 Business Days
Negotiated

New Trunk Groups to Tandem(s)

Negotiated

3.0 Trunking Grade of Service

Blocking Standards

Traffic Type

Exchange Access Final Trunk Group Traffic via Tandems
All Other Final Trunk Group Traffic

Measurement

½ of 1% (0.005)
1% (0.01)

4.0 Trunk Restoral

Type of Outage

Service Affecting
Non-Service Affecting

Interval

within 1 hour
within 24 hours

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

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

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

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SCHEDULE 4.7

CONNECTIVITY BILLING AND RECORDING

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

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

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

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

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

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

SCHEDULE 9.2.1

LOCAL LOOPS

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

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

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

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

2.0 "Four Wire Analog Voice Grade Loop"

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

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

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

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

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

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

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

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

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

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

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

6.0 "Two Wire xDSL Compatible Loop"

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

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

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

7.0 "Four Wire xDSL Compatible Loop"

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

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

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

8.0 "DS3 Loop"

8.1 A DS3 Loop provides for the communication path between a Cceustomer designated premises and CBT's serving wire center for that premises at a speed of 44.736 Mb/s.

8.2 Subject to the cap described in paragraph 8.3, below, CBT shall provide INTRADO COMM with nondiscriminatory access to a DS3 loop on an unbundled basis to any building not served by a wire center with at least 38,000 business lines and at least four fiber-based collocators. Once a wire center exceeds both of these thresholds, no future DS3 loop unbundling will be required in that wire center.

8.3 INTRADO COMM may obtain a maximum of one (1) unbundled DS3 loops to any single building in which DS3 loops are available as unbundled loops.

9.0 Hybrid Loops

A hybrid loop is a local loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

9.1 CBT is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops.

9.2 Broadband services. When INTRADO COMM seeks access to a hybrid loop for the provision of broadband services, CBT shall provide INTRADO COMM with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that hybrid loop, including DS1 or DS3 capacity (where impairment has been found to exist), on an unbundled basis to establish a complete transmission path between CBT's central office and an End User's Cceustomer premises. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information.

9.3 Narrowband services. When a requesting telecommunications carrier seeks access to a hybrid loop for the provision of narrowband services, CBT may either:

- (A) Provide nondiscriminatory access, on an unbundled basis, to an entire hybrid loop capable of voice-grade service (*i.e.*, equivalent to DS0 capacity), using time division multiplexing technology; or

(B) Provide nondiscriminatory access to a spare home-run copper loop serving that Customer on an unbundled basis.

10.0 Fiber-to-the-home loops

A fiber-to-the-home loop is a local loop consisting entirely of fiber optic cable, whether dark or lit, and serving a residential end user's customer premises.

10.1 New builds. CBT is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an unbundled basis when CBT deploys such a loop to a residential unit that previously has not been served by any loop facility.

10.2 Overbuilds. CBT is not required to provide nondiscriminatory access to a fiber-to-the-home loop on an unbundled basis when CBT has deployed such a loop parallel to, or in replacement of, an existing copper loop facility. Except that:

10.2.1 CBT must maintain the existing copper loop connected to the particular customer premises after deploying the fiber-to-the-home loop and provide nondiscriminatory access to that copper loop on an unbundled basis unless CBT retires the copper loop pursuant to Section 10.3 of this Schedule, below.

10.2.2 If CBT maintains the existing copper loop pursuant to Section 10.2.1 of this Schedule, above, need not incur any expense to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case CBT shall restore the copper loop to serviceable condition upon request.

10.2.3 If CBT retires the copper loop pursuant to Section 10.3 of this Schedule, below, shall provide nondiscriminatory access to a 64 kilobits per second transmission rate capable of voice grade service over the fiber-to-the-home loop on an unbundled basis.

10.3 Retirement of copper loops or copper subloops. Prior to retiring any copper loop or copper subloop that has been replaced with a fiber-to-the-home loop, CBT must comply with:

- (A) The network disclosure requirements set forth in Section 251(c)(5) of the Act and in 47 C.F.R. §§ 51.325 through 51.335; and
- (B) Any applicable state requirements.

11.0 Loop Databases

11.1 CBT will provide to INTRADO COMM the same access as CBT's retail customer service representatives have to CBT's loop or outside plant electronic databases, to the extent any exist, for INTRADO COMM's use in its (i) preordering, and loop qualification, (ii) ordering, (iii) provisioning (iv) maintenance, and repair and (v) billing processes.

14.2 All requests for Two and Four Wire xDSL Compatible Loops will trigger a loop characteristic information process. This loop characteristic information process examines the available loop facilities to the customer premises in question for information about the loop facilities' physical characteristics. The loop characteristic information process shall examine all available loop facilities with the goal of finding a Two Wire or Four Wire xDSL Capable Loop that meets INTRADO COMM requirements. Until a mechanized process is in place for obtaining loop characteristic information, if ever, all requests for loop characteristic information shall be submitted to CBT on a manual basis. The qualification charge applies when CBT applies loop characteristic information to INTRADO COMM.

14.3 If the result of the loop characteristic information process indicates that the best available loop meets the parameters for a xDSL Compatible Loop, INTRADO COMM will be so notified.

14.4 If the results of the loop characteristic process indicate that no existing loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop, INTRADO COMM will be so notified.

14.4.1 If no loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop because of the existence of intervening electronics, not including the existence of bridged taps, on the loop and said loop is less than eighteen (18) kilofeet of twenty-six (26) gauge copper equivalent in length, CBT shall, upon INTRADO COMM request, remove all such intervening electronics in exchange for payment of the conditioning charge by INTRADO COMM and provide such loop to INTRADO COMM.

14.4.2 If no existing loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop due to the existence of a digital loop carrier system, CBT shall, at the request of INTRADO COMM, provide such loop to existing parallel copper carrying a not copper-dependent service that is then currently in use.

14.4.3 If no loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop because of the existence of load coils on the loop and said loop is less than eighteen (18) kilofeet of twenty-six (26) gauge copper equivalent in length, CBT shall, upon INTRADO COMM request, remove all load coils in exchange for payment of the load coil removal charge by INTRADO COMM and provide such loop to INTRADO COMM.

14.4.4 If no existing loop meets the parameters for a Two Wire or Four Wire xDSL Compatible Loop due to the existence of bridged taps, and said loop is less than eighteen (18) kilofeet of twenty-six (26) gauge copper equivalent in length, CBT shall, at the request of INTRADO COMM, remove bridged taps in exchange for payment of the bridged taps removal charge by INTRADO COMM and provide such loop to INTRADO COMM.

14.4.5 If the results of the loop characteristic process indicate that no loop is less than eighteen (18) kilofeet of 26 gauge equivalent length, INTRADO COMM will be so notified. If INTRADO COMM still would like to purchase this loop, CBT will provide such a loop.

SCHEDULE 9.2.2

UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

CBT will offer unbundled access to Network Interface Devices ("NID"). The NID is a Network Element defined as any means of interconnection of end-user customer premises wiring to the incumbent LEC's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions and capabilities of the facilities used to connect the loop to the premises wiring, regardless of the particular design of the NID mechanism.

Schedule 9.5, Section 3.0, Network Interface Device Capability, provides additional information on NID provisioning. Maintenance and control of premises (inside wiring) is under the control of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

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SCHEDULE 9.2.4

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are CBT transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, that provide Telecommunications Services between Wire Centers/Switching Centers owned by CBT or between Switches owned by CBT.

For purposes of this Schedule 9.2.4, a route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g., wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

1.0 CBT provides several varieties of unbundled interoffice transmission facilities:

1.1 Unbundled dedicated interoffice transport facility ("Dedicated Transport") is a dedicated facility connecting two CBT Central Office buildings via CBT transmission equipment. In each Central Office building, INTRADO COMM will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Wire Center, or to other unbundled Network Elements provided by CBT, to the extent the requested combination is technically feasible and is consistent with other standards established by the FCC and the Commission for the combination of unbundled Network Elements. All applicable Digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2 "Dedicated entrance facility" is a dedicated facility connecting CBT's transmission equipment in an CBT Central Office with INTRADO COMM's transmission equipment in INTRADO COMM's switching center for the purposes of providing Telecommunications Services. CBT is not required to unbundle dedicated entrance facilities.

1.3 Shared Transport is defined as transmission facilities shared by more than one carrier, including CBT, between end office switches, between end office switches and tandem switches, and between tandem switches in CBT's network. Shared Transport consists of CBT interoffice transport facilities and is a distinct rate element but cannot be provisioned separate from local or tandem switching.

2.0 CBT shall offer Interoffice Transmission Facilities in each of the following ways:

2.1 As a dedicated transmission path (e.g., DS1 and DS3).

2.2 Shared Transport, as described in Section 1.3 above.

2.3 Dark Fiber, defined as optical transmission facilities without attached multiplexing, aggregation or other electronics.

3.0 Where Dedicated Transport or Shared Transport is provided, it shall include (as appropriate):

3.1 The transmission path at the requested speed or bit rate.

3.2 The following optional features are available, if requested by INTRADO COMM, at additional cost:

3.2.1 Clear Channel Capability per 1.544-Mbps ("DS1") bit stream;

3.2.2 CBT-provided Central Office multiplexing:

(a) DS3 to DS1 multiplexing; and

(b) DS1 to Voice/Base Rate/128-, 256-, 384-Kpbs Transport;
multiplexing

4.0 Technical Requirements. This Section sets forth technical requirements for all Interoffice Transmission Facilities.

4.1 When CBT provides Dedicated Transport as a circuit, the entire designated transmission facility (e.g., DS1 and DS3) shall be dedicated to INTRADO COMM-designated traffic.

4.2 CBT shall offer Interoffice Transmission Facilities in DS1 and DS3 transport systems, where available.

4.3 For DS1 facilities, Interoffice Transmission Facilities shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

4.4 For DS3 facilities, Interoffice Transmission Facilities shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the applicable technical references set forth under Dedicated and Shared Transport in the Technical Reference Schedule.

4.5 When requested by INTRADO COMM, Interoffice Transmission Facilities shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

4.6 When physical diversity is requested by INTRADO COMM, CBT shall provide physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by INTRADO COMM).

4.7 Any request by INTRADO COMM for diversity shall be subject to additional charges.

4.8 CBT shall offer the following interface transmission rates for Interoffice Transmission Facilities:

4.8.1 DS1 (Extended SuperFrame - ESF and D4);

4.8.2 DS3 (C-bit Parity and M13 shall be provided);

4.9 CBT shall permit (when made available as a service) INTRADO COMM to obtain the functionality provided by DCS together with and separate from dedicated transport in the same manner that CBT offers such capabilities to IXCs that purchase transport services. If INTRADO COMM requests additional functionality, such request shall be made through the Bona Fide request process.

5.0 DS1 Requirements

5.1 CBT shall unbundle DS1 transport between any pair CBT wire centers except where, through application of tier classifications described in paragraph 8, below, both wire centers defining the route are Tier 1 wire centers. As such, CBT must unbundle DS1 transport if a wire center at either end of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center.

5.2 INTRADO COMM may obtain a maximum of ten (10) unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

6.0 DS3 Requirements

6.1 CBT shall unbundle DS3 transport between any pair of CBT wire centers except where, through application of tier classifications described in paragraph 8, below, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. As such, CBT must unbundle DS3 transport if a wire center on either end of a requested route is a Tier 3 wire center.

6.2 INTRADO COMM may obtain a maximum of 12 unbundled DS3 dedicated transport circuits each route where DS3 dedicated transport is available on an unbundled basis.

6.3 For a 12-month period beginning on the effective date of the Triennial Review Remand Order (March 11, 2005 through March 10, 2006), any DS3 dedicated transport UNE that a INTRADO COMM leases from CBT as of that date, but which CBT is not obligated to unbundle pursuant to paragraphs 6.1 or 6.2 of this section, shall be available for lease from CBT at a rate equal to the higher of (1) 115 percent of the rate INTRADO COMM paid for the dedicated transport element on June 15, 2004, or (2) 115 percent of the rate the state

commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that dedicated transport element. Where CBT is not required to provide unbundled DS3 transport pursuant to paragraphs 6.1 or 6.2 of this section, INTRADO COMM may not obtain new DS3 transport as unbundled network elements.

7.0 Dark Fiber Requirements

7.1 CBT shall unbundle dark fiber transport between any pair of CBT wire centers except where, through application of tier classifications described in paragraph 8 of this section, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. As such, an incumbent LEC must unbundle dark fiber transport for a wire center on either end of a requested route is a Tier 3 wire center.

8.0 Wire center tier structure. For purposes of this Schedule 9.2.4, CBT wire centers shall be classified into three tiers, defined as follows:

- 8.1 Tier 1 wire centers are those CBT wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those incumbent LEC tandem switch locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a wire center is determined to be a Tier 1 wire center, that wire center is not subject to later reclassification as a Tier 2 or Tier 3 wire center.
- 8.2 Tier 2 wire centers are CBT wire centers that are not Tier 1 wire centers, but contain at least five fiber-based collocators, at least 24,000 business lines, or both. Once a wire center is determined to be a Tier 2 wire center, that wire center is not subject to later reclassification as a Tier 3 wire center.
- 8.3 Tier 3 wire centers are those CBT wire centers that do not meet the criteria for Tier 1 or Tier 2 wire centers.

SCHEDULE 9.2.6

OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 1.0 Pre-Ordering, Ordering and Provisioning. CBT will use the interface described in Section 10.13.2(a) necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number selection and due date selection). However, the Local Service Request ("LSR") interface will be used for the transfer of information concerning the Network Elements and Combinations which INTRADO COMM intends to order in a specific Wire Center.
- 2.0 Maintenance and Repair. CBT will use the interface described in Section 10.13.3(a) for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status).
- 3.0 Billing. CBT will provide appropriate usage data to INTRADO COMM to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.

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SCHEDULE 9.2.7

SUBLOOPS

1.0 Initially CBT will consider all requests for access to subloops on an individual case basis (ICB) due to the wide variety of interconnections available and the lack of standards and provide written response to INTRADO COMM covering time intervals, prices and other information based on the "Standard" BFR request process. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.

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SCHEDULE 9.3.2

COMBINATIONS

1.0 Loop Combination

Unbundled NID
Unbundled Loop

2.0 Loop/Transport Combination #1 (VG Interface) (EEL #1)

Unbundled NID
Unbundled Loop
Concentrators/Multiplexers
Dedicated Transport

3.0 Loop/Transport Combination #2 (DSL Interface) (EEL #2)

Unbundled NID
Unbundled Loop
Concentrators/Multiplexers
Dedicated Transport

SCHEDULE 9.5

PROVISIONING OF NETWORK ELEMENTS

1.0 General Provisioning Requirements.

1.1 Subject to the terms of Article IX, INTRADO COMM may order and/or request Network Elements individually or in the combinations set forth on Schedule 9.3.4 and shall not require the enumeration of each Network Element on a single order if such Network Elements are (i) for a single type of service, (ii) for a single location, and (iii) for the same account.

1.2 CBT shall provide provisioning services to INTRADO COMM during Normal Business Hours on Business Days. INTRADO COMM may request CBT to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If INTRADO COMM requests that CBT perform provisioning services at times or on days other than as required in the first sentence of this Section 1.2, CBT shall provide such services based on time and materials charges for all CBT personnel involved set forth in the Pricing Schedule. CBT shall quote, within three (3) Business Days of the request, a cost-based rate for such services. If INTRADO COMM accepts CBT's quote, CBT shall perform such provisioning services. After having given INTRADO COMM a service quote, CBT shall charge INTRADO COMM for any unanticipated extraordinary costs that it may incur, provided that CBT informs INTRADO COMM of the charge and INTRADO COMM verifies that it will pay for these charges. INTRADO COMM may request appropriate documentation from CBT detailing these charges. Such costs should not be duplicative of any costs already paid by INTRADO COMM for provisioning these services. Any disputes concerning the appropriateness of such charges may be resolved by the Commission.

1.3 CBT shall provide to INTRADO COMM Service Center ("LEC-C") for ordering and provisioning of CBT's products and order flow involved in the purchase and provisioning of CBT's unbundled Network Elements Combinations. CBT shall provide an electronic interface to accept LSRs for ordering and provisioning service. If CBT expands its use of its electronic interfaces and support systems, it will afford the same opportunity to INTRADO COMM. The LEC-C shall provide to INTRADO COMM a telephone number (operational during Normal Business Hours on Business Days.), which will be answered by capable staff trained to resolve problems in connection with the provisioning of Network Elements. The LEC-C is responsible for order acceptance, order issuance and return of the Firm Order Commitment ("FOC") to INTRADO COMM as specified in the Schedule 9.5.

1.4 CBT shall provide to INTRADO COMM a single point of contact for all maintenance and repair activities. A telephone number will be provided twenty-four (24) hours per day, seven (7) days per week.

1.5 CBT will recognize INTRADO COMM as the Customer of Record of all Network Elements ordered and agreed to Combinations ordered by INTRADO COMM and will send all notices, invoices and pertinent Customer information directly to INTRADO COMM.

1.6 When requested by INTRADO COMM, CBT will schedule installation appointments with CBT's representative on the line with INTRADO COMM's representative until INTRADO COMM has access to CBT's scheduling system.

1.7 CBT will provide INTRADO COMM with a Firm Order Confirmation ("FOC") for each order by 5:00 p.m. of the next Business Day of CBT's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC must contain an enumeration of Network Elements as ordered by INTRADO COMM and CBT's commitment date for order completion ("Committed Due Date"), which commitment date shall be established on a non-discriminatory basis with respect to installation dates for comparable orders at such time.

1.8 CBT may not initiate any disconnection or rearrangement of any INTRADO COMM ordered Elements or Combinations, except as directed by INTRADO COMM or as otherwise provided in this Agreement, except as directed by another LEC which has subsequently been authorized by the Customer to act as the Customer's agent and requests such rearrangement or disconnection.

1.9 Upon work completion, CBT will provide INTRADO COMM (unless otherwise notified by INTRADO COMM) with an order completion order that states when that order was completed. CBT shall respond with specific order detail as enumerated on the FOC.

1.10 As soon as identified, CBT shall provide notification of INTRADO COMM orders that are incomplete or incorrect and therefore cannot be processed.

1.10.1 CBT will perform testing of Network Elements and Combinations in accordance with CBT's standards. At INTRADO COMM's request, CBT will make available to INTRADO COMM for an additional charge any available test and turn-up results in support of the Network Elements or Combinations ordered by INTRADO COMM.

1.11 As soon as identified, CBT shall provide notification of any instances when CBT's Committed Due Dates are in jeopardy of not being met by CBT on any element or feature contained in an order for Network Elements or Combinations. CBT shall indicate its new committed due date within 24 hours.

1.12 Subject to Article IX, Network Elements and Combinations will be provisioned with a combination of customer-specific and bulk orders, as specified by INTRADO COMM.

1.13 CBT shall provide to INTRADO COMM upon request and at rates as specified in the Pricing Schedule:

1.13.1 a list of all services and features technically available from each switch that CBT may use to provide Local Switching, including whether the switch has the capability of supporting Inter and IntraLATA PICs by switch CLI;

1.13.2 a listing by street address detail, of the service coverage area of each switch CLI;

1.13.3 when available, all engineering design and layout information for each Network Element and Combination except that layout information for basic 2-wire analog loops which will be provided only when qualification is ordered;

1.13.4 a listing of all technically available functionalities for each Network Element or Combination; and

1.13.5 advanced information on the details and requirement for planning and implementation of NPA splits.

1.14 Promptly after the Effective Date, CBT shall provide INTRADO COMM an initial electronic copy of the following information:

1.14.1 Street address verification;

1.14.2 Switch identification by service address; and

1.14.3 Switch feature verification.

Electronic updates to such information shall be provided monthly to INTRADO COMM as changes are made to such information.

1.15 For order or service requests that require coordination among CBT, INTRADO COMM and INTRADO COMM's Customer, INTRADO COMM shall be responsible for any necessary coordination with the INTRADO COMM Customer.

1.16 CBT shall recognize INTRADO COMM as an agent for the subscriber in coordinating the disconnection of services provided by another INTRADO COMM or CBT provided INTRADO COMM has obtained proper authorization from the Customer.

1.17 Order Rejections

CBT shall reject and return to INTRADO COMM any order that CBT cannot provision, and in its reject notification provide an error code identifying the reasons for which the order was rejected.

1.18 Service Order Changes

1.18.1 If an installation or other INTRADO COMM-ordered work requires a change from the original INTRADO COMM service order in any manner, CBT shall call INTRADO COMM in advance of performing the installation or other work to obtain

authorization. CBT shall then provide INTRADO COMM an estimate of additional labor hours and/or materials. After all installation or other work is completed, CBT shall notify INTRADO COMM of actual labor hours and/or materials used in accordance with regular service order completion schedules.

1.18.2 If an INTRADO COMM Customer requests a service change at the time of installation or other work being performed by CBT on behalf of INTRADO COMM, CBT, while at the Customer premises, shall direct the INTRADO COMM Customer to contact INTRADO COMM so as to avoid unnecessary delays in service activation should the CBT representative leave the Customer premises. If CBT's technician awaits INTRADO COMM's response for more than fifteen (15) minutes, Standby Charges as set forth in the Pricing Schedule will apply.

1.18.3 If INTRADO COMM requests a change in due date or changes the content of an order it has provided to CBT, service order change charges as specified in the Pricing Schedule will apply.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 INTRADO COMM shall access CBT's Unbundled Local Loops via Collocation or in accordance with Article 10 of this Agreement at the CBT Wire Center where that element exists and each Loop shall be delivered to INTRADO COMM's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 CBT shall provide INTRADO COMM access to its unbundled Loops at each Wire Center. In addition, if INTRADO COMM requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed on a Loop concentrator, CBT shall, where available, move the requested Loop(s) to an available, existing physical Loop at no charge to INTRADO COMM. If, however, no spare physical Loop is available, CBT shall within forty-eight (48) hours of INTRADO COMM's request notify INTRADO COMM of the lack of available facilities. INTRADO COMM may then at its discretion make a Bona Fide Request for CBT to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Section 2.2.2** of this Schedule and the CBT Network Element Performance Benchmarks set forth in **Schedule 9.10** of this Agreement shall not apply to unbundled Loops provided under this **Section 2.1.2**.

2.2 Provisioning of Unbundled Loops.

2.2.1 INTRADO COMM shall request unbundled Loops from CBT by delivering to CBT a valid electronic transmittal service order (a "Service Order") using the electronic interface described in Schedule 9.2.6. Within one (1) business day of CBT's receipt of a Service Order, CBT shall provide INTRADO COMM the FOC date and Frame Due Time ("FDT") according to the applicable CBT Network Element Performance Benchmarks set forth in Section 9.10 of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.3 Coordination of conversions of "live" Telephone Exchange Services will be as specified in Schedule 9.5.4.

2.3.1 Not less than (1) hour prior to the Scheduled Cutover Window, either Party may contact the other Party and unilaterally designate a new Scheduled Cutover Window. However, If CBT requests a New Cutover Window, the applicable Line Connection Charge shall be waived; and If INTRADO COMM requests the New Cutover Window, INTRADO COMM shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.3.2 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected for disconnection of "live" Telephone Exchange Services to the connection of an unbundled Network Element at the INTRADO COMM Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by CBT (and not by INTRADO COMM contributing Delaying Event), CBT shall waive the applicable Line Connection Charge for such element.

3.0 Network Interface Device Capability.

3.0.1 For locations where the protector is integrated into the NID (e.g., one and two family residential locations and single tenant business locations), INTRADO COMM shall connect its loop facilities to the Customer's inside wiring through CBT's NID through an adjoining NID provided by INTRADO COMM.

3.1.1 Where an adequate length of inside wire is present and environmental conditions permit, INTRADO COMM may remove the inside wire from CBT's NID and connect that wire to INTRADO COMM's NID;

3.1.2 INTRADO COMM may enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connected or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures;