

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

In the Matter of the Application of AT&T Ohio)
for the Review of an Agreement Pursuant to)
Ohio Revised Code § 4905.48 and Ohio)
Administrative Code § 4901:1-6-14(B)(1)(c).)

TRF Docket No. 90-_____
Case No. 08 - 1177 -TP- ATR
NOTE: Unless you have reserved a Case # or are filing a Contract,
leave the "Case No" fields BLANK.

Name of Registrant(s) The Ohio Bell Telephone Company
DBA(s) of Registrant(s) AT&T Ohio
Address of Registrant(s) 150 E. Gay St., Room 4-C, Columbus, Ohio 43215
Company Web Address www.att.com

Regulatory Contact Person(s) Jon F. Kelly
Regulatory Contact Person's Email Address jk2961@att.com

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Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Phone 216-822-8307

Consumer Contact Information Kathy Gentile-Klein
Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Phone 216-822-2395

Motion for protective order included with filing? ☐ Yes ☒ No

Motion 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 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	

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 checked="" 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 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, Jon F. Kelly,
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) _____ /s/ Jon F. Kelly - General Attorney (Date) October 22, 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

**INTRASTATE INTRALATA
ETHERNET SERVICES AGREEMENT**

by and between

AT&T OHIO

and

**The Orwell Telephone Company d/b/a
FairPoint Communications**

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ETHERNET SERVICE AGREEMENT

This Ethernet Service Agreement ("Agreement") is by and between **The Ohio Bell Telephone Company, d/b/a AT&T Ohio**, (hereafter referred to as "**AT&T**") and **The Orwell Telephone Company d/b/a FairPoint Communications**, an Ohio corporation (hereafter referred to as "**LEC**").

WHEREAS, for the purposes of this Agreement, LEC and AT&T intend to operate and/or provide Ethernet services within their respective ILEC Territories and desire to develop procedures and processes to permit subscribers to obtain such Ethernet services seamlessly across the ILEC Territory boundary;

WHEREAS, the Parties are entering into this Agreement to set forth respective obligations of the Parties for jointly provisioned Ethernet services and the terms and conditions under which the Parties will cooperate to offer those services to subscribers who seek Ethernet services in both ILEC Territories; and

WHEREAS, the Parties acknowledge and agree that this Agreement shall only apply to the state of Ohio and shall be limited to the joint provision of intrastate intraLATA Ethernet Services between the Parties in such State.

NOW, THEREFORE, AT&T and LEC hereby agree as follows:

1. DEFINITIONS

Except as otherwise specified herein, the definitions set forth below in this Section shall apply to all Sections and/or Appendices contained in this Agreement. To the extent that there may be any conflict between a definition set forth in this Section and any language in another Section or Appendix, the language set forth in such other Section or Appendix shall control with respect to that Section or Appendix. The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their usage in the Telecommunications industry as of the effective date of this Agreement, or absent such usage, the common meaning.

- 1.1 "**Access Carrier Name Abbreviation**" (**ACNA**) is a three digit alpha code used for billing and identification of a Telecommunications Carrier that is typically assigned by Telcordia.
- 1.2 "**Act**" means the Federal Communications Act of 1934, as amended, including, without limitation, by the Federal Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996).
- 1.3 "**Affiliate**" is as defined in the Act.
- 1.4 "**Applicable Law**" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.5 "**Claim**" means any pending or threatened claim, action, proceeding or suit.
- 1.6 "**Consequential Damages**" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

- 1.7 **"Customer"** means a third party that subscribes to the Ethernet services provided by the Parties.
- 1.8 **"Direct LEC Arrangement"** is a fiber drop that provides connectivity from an Ethernet switch to each Customer location, where one Party provides the fiber connection from its Ethernet switch to a meet point with the other Party, and the other Party provides the fiber (and copper, if applicable) connection from the meet point to the Customer location.
- 1.9 **"ILEC Territory"** means the geographic area(s) in which a Local Exchange Carrier is deemed to be an Incumbent Local Exchange Carrier as defined in the Act.
- 1.10 **"FCC"** means the Federal Communications Commission.
- 1.11 **"GigE Trunk Arrangement"** is the arrangement that provides connectivity between each Party's Ethernet network by means of a GigE trunk jointly provisioned by the Parties between their Ethernet networks. Each Party is responsible for providing their service from the GigE trunk meet point to the Customer locations directly connected to their respective Ethernet network.
- 1.12 **"Governmental Authority"** means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.13 **"Incumbent Local Exchange Carrier" (ILEC)** is as defined in the Act.
- 1.14 **"Joint Company Interdepartmental Meeting" (IDM)** is the meeting of each Party's personnel responsible for sales, ordering, provisioning, maintenance, and billing of the jointly provided service, in which all necessary information is exchanged and joint activities are coordinated completely in order to successfully provide service to the Customer.
- 1.15 **"Local Exchange Carrier" (LEC)** is as defined in the Act.
- 1.16 **"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).
- 1.17 **"Multiple Billing" (MB)** is the billing method used for jointly provided Ethernet services whereby each LEC bills the appropriate rate(s) and taxes for its portion of a jointly provided Ethernet service directly to the Customer that purchased the Ethernet service.
- 1.18 **"Network Fault"** is an occurrence in the network that disrupts, in part or in whole, the service being provided to the Customer.
- 1.19 **"Operating Company Number" (OCN)** is a number typically assigned to a Telecommunications Carrier by the National Exchange Carrier Association (NECA).
- 1.20 **"Party"** means either LEC or AT&T; **"Parties"** means both LEC and AT&T.
- 1.21 **"Person"** means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under applicable law, an unincorporated organization or any Governmental Authority.

- 1.22 **"Service Design"** is the network design and physical characteristics of the service being ordered.
- 1.23 **"Service Level Agreement" (SLA)** means an agreement associated with a service that provides the Customer with a performance commitment that includes financial compensation if the service does not perform as described.
- 1.24 **"Telecommunications"** is as defined in the Act.
- 1.25 **"Telecommunications Carrier"** is as defined in the Act.
- 1.26 **"Third Party"** means any Person other than a Party.

2. NETWORK CONNECTIONS AND MAINTENANCE

- 2.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (for example, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, escalation processes, etc.) to achieve this desired result.
- 2.2 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers. Each Party shall provide a 24-hour contact number for Ethernet management issues to the other Party's surveillance management center.
- 2.3 The type of provisioning for the Ethernet Service shall be either a Direct LEC Arrangement or a GigE Trunk Arrangement as described in the "AT&T Interface Specifications for Interconnection to Independent Companies". A copy shall be provided no later than the initial Joint Company IDM, and the type of arrangement shall be agreed to in the initial Joint Company IDM.
- 2.4 The jointly provisioned Ethernet Service shall be provisioned in accordance with the network design guidelines that appear in the "AT&T Interface Specifications for Interconnection to Independent Companies".
- 2.5 The Parties shall have planning discussions and coordination meetings as necessary.
- 2.6 The Parties shall be responsible for maintaining the service that is provisioned on owned or provided facilities in their respective ILEC Territories. Maintenance contact names and numbers for 24 hour support and trouble escalation contact names and numbers shall be shared between the Parties prior to the completion of installation of the service.
- 2.7 If a Network Fault occurring in one Party's network results in a degradation of service to Customer locations, then the Party whose network has the fault will be responsible for remedying the Network Fault and restoring service to all impacted Customer locations. Each Party is responsible for administering its own Service Level Agreement commitments (if any) to its Customers for services provided on its own facilities or otherwise pursuant to its own contracts with such Customers.
- 2.8 When a Network Fault has occurred each Party may be required to assist in clearing the trouble. For example, if the Customer believes that a Network Fault has occurred on AT&T's network, then the Customer will report the trouble to the AT&T maintenance center and AT&T will notify the other Party if its facilities are involved. If the Customer believes that a Network Fault has occurred on LEC's network, then the Customer will report the trouble to the LEC's maintenance center and the LEC will notify AT&T if its facilities are involved.

- 2.9 In some cases, the Customer may insist on a single point of contact to report on and discuss all network troubles, or they may not know which Party's network is responsible for the trouble. The Party that shall be the Customer's single point of contact shall be the Party selected by the Customer.

3. MULTIPLE BILLING (MB)

- 3.1 Customer billing for jointly provisioned Ethernet services shall be on a Multiple Billing (MB) basis as described below.
- 3.2 The Parties shall establish MB arrangements when providing jointly provisioned Ethernet services to Customers via the Parties' respective networks.
- 3.3 Billing to Customers for the jointly provided Ethernet services by the Parties shall be according to a multiple bill arrangement. Under this MB arrangement, each Party will render a bill directly to the Customer in accordance with its own rates, terms and conditions for the portion of the Ethernet service it provides. Each Party will bill its own service rate(s) and taxes directly to the Customer.
- 3.4 The Parties shall exchange all information necessary to accurately, reliably and promptly bill Customers for jointly provided Ethernet services. Information shall be exchanged in a mutually acceptable format.
- 3.5 Each Party shall be responsible for any Customer inquiries and billing claims on the portion of the service that it provided.

4. GENERAL RESPONSIBILITIES OF THE PARTIES

- 4.1 Neither Party shall be responsible for delays or other problems caused by inaccurate or insufficient data furnished by either Party.
- 4.2 It is the responsibility of each Party to provide facilities within its network that are necessary for providing Ethernet service in compliance with technical document "AT&T Interface Specifications for Interconnection to Independent Companies".
- 4.3 The Party contacted by the Customer requesting Ethernet Service, or requesting an Ethernet Service price quote, shall coordinate an IDM with the other Party including but not limited to, personnel involved in ordering, provisioning, and maintaining the Ethernet Service. The IDM shall provide all involved departments with the pertinent information required to meet the Customer's request for service including but not limited to, facility availability, negotiated due dates, order processing information, design requirements, project coordination, post-sales maintenance, troubleshooting and repair procedures, and Account Team coordination for Customer price quotes, Customer contract signatures, and Customer order status. The initial IDM shall occur prior to any Ethernet orders being placed. All information necessary for processing an Ethernet order shall be provided to the appropriate service center. Any incomplete orders received by the service center shall be rejected. Subsequent IDMs may be requested by either Party throughout the ordering, provisioning, and billing processes.
- 4.4 Each Party shall provide the other Party with contact names and telephone numbers for departments responsible for the ordering, provisioning, and maintenance of the Ethernet Service.
- 4.5 When one Party places the order for service with the other Party (on behalf of the Customer), then supporting documentation including but not limited to Service Designs and price quotes

shall be provided with the order request. The Party receiving the order shall confirm receipt of the order within forty-eight (48) hours. If the Customer desires to deal directly with each of the Parties, the Parties shall cooperate reasonably to coordinate contracting and provisioning activities for the Customer. If the Customer has appointed one of the Parties as its agent to deal with the other Party, the Party who has thus been appointed as the Customer's agent shall play the lead role in coordinating the contracting and provisioning activities and the other Party shall cooperate reasonably with such lead Party.

- 4.6 Neither Party shall use any interconnection, function, facility, product, network element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its Affiliated companies or other connecting Ethernet Carriers, prevents any carrier from using its Ethernet Service, impairs the quality of Ethernet Service to other carriers or to either Party's Customers, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may notify the other Party and discontinue or refuse service until the impairment or interference is remedied.
- 4.7 Upon execution of this Agreement, the Parties' state-specific authorized and nationally recognized OCN for interconnection shall be given to each other.
- 4.8 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 and shall endeavor to minimize impairment of service to the other Party (for example, by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.
- 4.9 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 or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.
- 4.10 Referenced Documents. Whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of Telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement (collectively "Referenced Instrument"), it shall be deemed to be a reference to the then-current version or edition (including any amendments, supplements, addenda, or successors) of each Referenced Instrument that is in effect.
- 4.11 Tariff References. It is understood and agreed that the services and facilities to be provided by the Parties in satisfaction of this Agreement may be provided pursuant to tariffs. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from commission proceedings, federal court review or other judicial action, the Parties shall cooperate with one another for the purpose of incorporating required modifications, if any are deemed required, into this Agreement.
- 4.12 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to comply with the applicable Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R. 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").

5. SCOPE OF OBLIGATIONS

Notwithstanding anything to the contrary contained herein, AT&T's obligations under this Agreement shall apply only when the LEC is operating and/or providing intrastate intraLATA Ethernet services outside of AT&T's ILEC Territory. The Parties acknowledge and agree that the terms and conditions of this Agreement are not intended and should not be construed to apply when the LEC is operating in AT&T's ILEC Territory. This Agreement is not applicable to Ethernet Services purchased out of the Interstate (FCC) or Intrastate Access Tariffs or Guidebooks.

6. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, terrorist acts, riots, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

7. DISPUTE RESOLUTION

- 7.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or Claim arising out of or relating to this Agreement or its breach.
- 7.2 Dispute Resolution shall commence upon one Party's receipt of written notice of a controversy or Claim arising out of or relating to this Agreement or its breach. No Party may pursue any Claim unless such written notice has first been given to the other Party.
- 7.3 Except as otherwise specifically provided for in this Agreement, no Claim may be brought for any dispute arising under this Agreement more than twenty-four (24) months from the date on which the occurrence that gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.
- 7.4 Informal Dispute Resolution. Upon receipt by one Party of notice of a dispute by the other Party pursuant to this Agreement, each Party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of settlement are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.
- 7.5 Formal Dispute Resolution. If the Parties are unable to resolve the dispute through the informal procedure described above then either Party may invoke the formal Dispute

Resolution procedures described in this Section. Unless agreed among all Parties, formal Dispute Resolution procedures, including arbitration or other procedures as appropriate, may be invoked not earlier than sixty (60) calendar days after receipt of the notice of dispute initiating Dispute Resolution described above.

- 7.6 Claims Subject to Elective Arbitration. Claims shall be subject to elective Arbitration described below if, and only if, the claim is not settled through informal Dispute Resolution and both Parties agree to arbitration. If both Parties do not agree to arbitration, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanism.
- 7.7 Claims Not Subject to Arbitration. If the following claims are not resolved through informal Dispute Resolution, they shall not be subject to arbitration and must be resolved through any remedy available to a Party pursuant to law, equity or agency mechanism: a) any action seeking a temporary restraining order or injunction related to the purposes of this Agreement; b) all Claims arising under federal or state statute(s), including but not limited to, any antitrust and/or deceptive trade practices claims; and c) actions to compel compliance with this Dispute Resolution process.
- 7.8 Arbitration. Disputes subject to arbitration under the provisions of this Agreement shall be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The arbitrator shall be knowledgeable of Telecommunications issues. Each arbitration shall be held in Columbus, Ohio, unless the Parties agree otherwise. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within thirty (30) calendar days after the close of hearings. The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern whether disputes are subject to arbitration. The arbitrator shall have no authority to award punitive damages, exemplary damages, Consequential Damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its own costs of these procedures, including attorneys' fees. The Parties shall equally split the fees of the arbitration and the arbitrator. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

8. NOTICES

- 8.1 Any notice to a Party required or permitted under this Agreement shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or (d) delivered by facsimile; provided that a paper copy is also sent via methods (a), (b) or (c) of this Section. Notices will be deemed given as of the earliest of: the date of actual receipt; the next business day when sent via express overnight delivery service; five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next business day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone. Notices will be addressed to the Parties as follows:

Party #1 Name: The Orwell Telephone Company d/b/a FairPoint Communications
Contact Name: Joey Peacock
Address: 502 Cecil G Costin Sr Blvd.
City: Port St Joe State: Florida ZIP: 32456

With a copy to: Shirley J. Linn
FairPoint Communications, Inc.
521 East Morehead Street, Suite 250
Charlotte, NC 28202

Party #2 Name: AT&T Ohio
Contact Name: Contract Management
Address: 311 S. Akard, 9th Floor
Four AT&T Plaza
City: Dallas State: Texas ZIP: 75202-5398

- 8.2 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

9. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS

- 9.1 The Parties agree not to use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties shall submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.
- 9.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

10. CONFIDENTIALITY

- 10.1 All information, including, but not limited to, specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data; (i) furnished by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") dealing with Customer-specific, facility-specific, or usage-specific information, other than Customer information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or as otherwise mutually agreed upon; or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary" or (iii) communicated orally and declared to the Receiving Party at the time of delivery, or by written notice given to the Receiving Party within ten (10) days after declaration to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary

Information"), shall be considered confidential and proprietary and remain the property of the Disclosing Party.

- 10.2 Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, or otherwise. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement.
- 10.3 Each Party shall keep all the other Party's Proprietary Information confidential in the same manner in which it keeps its own Proprietary Information confidential, and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement and shall disclose such Proprietary Information only to those employees, contractors, agents or Affiliates who have a need to know. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- 10.4 Unless otherwise agreed, the obligations of confidentiality and nonuse set forth in the Agreement do not apply to such Proprietary Information that:
- Was, at the time of receipt, already known to the Receiving Party free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the Disclosing Party;
 - is, or becomes, publicly known through no wrongful act of the Receiving Party;
 - is lawfully received from a Third Party having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information;
 - is independently developed by an employee, agent, or contractor of the Receiving Party, which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information;
 - is disclosed to a Third Party by the Disclosing Party without similar restrictions on such Third Party's rights;
 - is approved for release by written authorization of the Disclosing Party; or
 - is required to be made public by the Receiving Party pursuant to applicable law or regulation provided that the Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with this Section 12 with respect to all or part of such requirement. The Receiving Party shall use commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 10.5 The obligation of confidentiality and use with respect to Proprietary Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Proprietary Information.
- 10.6 Notwithstanding any of the foregoing, either party shall be entitled to disclose Proprietary Information on a confidential basis to regulatory agencies upon informal or formal request and the Receiving Party need not provide prior written notice of such disclosure to Disclosing Party if the Receiving Party has obtained an appropriate order for protective relief or other assurance that confidential treatment shall be accorded to such Confidential and/or Proprietary Information.

- 10.7 The Parties agree that an impending or existing violation of any provision of this Section could cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

11. ASSIGNMENT

Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a Third Party without the prior written consent of the other Party which consent shall not be unreasonably withheld, conditioned or delayed; provided that each Party may assign this Agreement to an Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prompt written notice to the other Party of such assignment or transfer. Any costs associated with updating either Party's accounts or records in the other Party's systems to accept the identity or name of the new entity shall be paid by the assigning Party prior to when such assignment shall be effective. 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 permitted assigns.

12. WAIVER

Except as otherwise specified in this Agreement, no waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same is in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. 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 continuing or future waiver of such term, condition, right or privilege. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

13. WARRANTIES

Except as expressly provided under this Agreement, no Party makes or receives any warranty, express or implied, with respect to the interconnection, functions, facilities, products and services it provides under or is contemplated to provide under this Agreement and each Party disclaims the implied warranties of merchantability and/or of fitness for a particular purpose. Additionally, no Party to this agreement assumes responsibility with regard to the correctness of data or information supplied by any other Party to this agreement when this data or information is accessed and used by a third party.

14. INDEMNIFICATION

- 14.1 Except as otherwise provided herein, each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such Parties and neither Party shall bear any responsibility for the service(s) and facility(ies) provided by the other Party, its agents, subcontractors, or others retained by such Parties.

14.2 Except as otherwise provided herein, and to the extent not prohibited by law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") by such Indemnifying Party, its agents, its Customers, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of services or functions under this Agreement, provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) 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 (iii) 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.

14.3 Each Party shall be released, indemnified, defended and held harmless by the other Party ("Indemnifying Party") against any Claim or Loss arising from the Indemnifying Party's provision of services or elements to its Customers as provided under this Agreement involving:

Any Claim or Loss arising from such Indemnifying Party's provision of products and services to Customers as contemplated under this Agreement, involving any Claim for libel, slander, invasion of privacy, or infringement of Intellectual Property rights arising from the Indemnifying Party's provision or its Customer's use.

The foregoing includes any Claims or Losses arising out of any act or omission of the Customer in the course of using any products or services provided as contemplated under this Agreement.

The foregoing includes any Losses arising from Claims for actual or alleged infringement of any Intellectual Property right of a Third Party to the extent that such Loss arises from an Indemnifying Party's provision or an Indemnifying Party's Customer's use of products or services provided as contemplated under this Agreement.

This section includes, but is not limited to, suits arising from any act or omission of a Customer in the course of using services or functions provided as contemplated under this Agreement.

14.4 Whenever a Claim shall arise for indemnification under this Section, the relevant Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing 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.

14.5 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.

14.6 Until such time as Indemnifying Party provides 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 Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim.

Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, 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.

- 14.7 At any time, an Indemnified Party shall have the right to refuse a 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 it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 14.8 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will 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 shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 14.9 If the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 14.10 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 14.11 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.

15. LIMITATION OF LIABILITY

- 15.1 Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in this Agreement, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or omission (whether willful or inadvertent), whether in contract, tort or otherwise, shall not exceed in total the amount of \$50,000.00.
- 15.2 In the case of any Loss alleged or Claim made by a Third Party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 15.3 A Party may, in its sole discretion, provide in its tariffs, guidebooks, and contracts with its Customers or Third Parties that relate to any interconnection, functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by Applicable Law, such Party shall not be liable to such Customer or Third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the Customer or Third Party for the

interconnection, functions, facilities, products and services that gave rise to such Loss and (ii) any Consequential Damages. If a Party elects not to place in its tariffs or contracts such limitation(s) of liability, and the other Party incurs a Loss as a result thereof, the first Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitation(s) of liability described in this Section.

- 15.4 Except to the extent (if at all) prohibited by law or public policy, neither Party shall be liable to the other Party for any indirect, incidental, consequential, reliance, special or punitive damages suffered by the other Party (including, without limitation, damages for harm to business, loss of anticipated revenues, savings, or profits, or other economic loss suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including without limitation negligence of any kind, whether active or passive, (and including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement constitutes a violation of the Federal Telecommunications Act or other statute) and regardless of whether the Parties knew or had been advised of the possibility that such damages could result, in connection with or arising from anything said, omitted, or done hereunder or related hereto including willful acts or omissions (collectively, "Consequential Damages"); provided that the foregoing shall not limit a Party's obligation under this Agreement to indemnify, defend, and hold the other Party harmless against any amounts payable to a Third Party, including any Losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees) and Consequential Damages of such Third Party. Except as provided in the prior sentences, each Party hereby releases and holds harmless the other Party (and such other Party's Affiliates, and their respective officers, directors, employees and agents) from any such Third Party Claim.
- 15.5 This Section is not intended to exempt any Party from liability under this Agreement, but only to set forth the scope of damages that are recoverable. Both Parties acknowledge that they negotiated regarding alternate limitation of liability provisions but that such provisions would have altered the cost, and thus the price, of providing the services hereunder and no different pricing reflecting different costs and different limits of liability was agreed to.

16. NO THIRD PARTY BENEFICIARIES; DISCLAIMER OF AGENCY

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

17. SEVERABILITY

If any provision of this Agreement is rejected or 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. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend

this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

18. COMPLIANCE WITH LAW

Each Party shall comply with all federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

19. TERM AND TERMINATION

19.1 The Effective Date of this Agreement shall be the date on which the last Party hereto signs the Agreement. Thereafter, this Agreement shall continue in full force and effect unless and until terminated by one of the Parties as provided in this Agreement.

19.2 This Agreement may be terminated by either Party at any time whatsoever for any reason whatsoever, by providing written notice of termination at least ninety (90) days in advance to the other Party.

20. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement and any Appendices, Attachments, Exhibits, Schedules, and Addenda 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 between the Parties pre-dating the execution of this Agreement; provided, however, that none of the terms or conditions of this Agreement shall be construed to apply in any manner to any period prior to the termination and/or expiration date of any agreement that this Agreement replaces. This Agreement shall not operate as or constitute a novation of any agreement or contract between the Parties that predates the execution and/or Effective Date of this Agreement.

21. AUTHORITY

21.1 AT&T represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation or formation. AT&T represents and warrants that AT&T Operations, Inc. has full power and authority to execute and deliver this Agreement as agent for AT&T. AT&T represents and warrants that it has full power and authority to perform its obligations hereunder.

21.2 LEC represents and warrants that it 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.

21.3 Each Person whose signature appears below represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

22. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

The Orwell Telephone Company
d/b/a FairPoint Communications

Signature: Charles A. Barrow

Printed: Charles A. Barrow

Title: VP, Operations and Engineering
(Print)

Date: October 3, 2008

OCN # 0665 or 0666

ACNA ORW

The Ohio Bell Telephone Company, d/b/a AT&T Ohio
by AT&T Operations, Inc., its authorized agent

Signature: Michael A. Green

Printed: MICHAEL A. GREEN

Title: DIRECTOR, FLEC RELATIONS
(Print)

Date: 10/09/08

END OF DOCUMENT

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/22/2008 10:57:38 AM

in

Case No(s). 08-1177-TP-ATR

Summary: Application for approval of an agreement electronically filed by Mrs. Verneda J. Engram on behalf of AT&T Ohio