

Sections 251(a) and (b), for the benefit of MetroCast Cablevision of New Hampshire, LLC (“MetroCast”), an authorized competitive local exchange carrier (“CLEC”) in Union’s service territory and for whom IDT provides interconnection services,² including but not limited to the specific interconnection issues raised below.

2. This Petition includes background information on the Parties and IDT’s partnership with MetroCast, the history of the Parties’ negotiations, an explanation of the Commission’s jurisdiction, applicable legal standards, and a comprehensive discussion of the interconnection issues as have been identified by IDT without benefit of responsive discussions from Union. The Exhibits to the Petition set forth the following additional information: (1) initial letter in which IDT requested that Union enter into negotiations for an Interconnection Agreement under Sections 251(a) and 251(b) of the Act (Exhibit A), (2) documentation of IDT’s subsequent requests to initiate talks with Union, to no avail (Exhibit B), (3) Union’s recent letter to IDT refusing to commence good faith negotiations based solely on IDT’s lack of authorization to provide services in the Union service area, and IDT’s response (Exhibit C), (4) a copy of a proposed Interconnection Agreement (“Proposed Agreement”) that IDT would have discussed with Union had it responded to the requests to initiate interconnection negotiations (Exhibit D), and (5) IDT’s pending request for authorization to serve Union’s territory (Exhibit E).

² See CLEC Authorization No. C01-005-07 (April 11, 2007, initially granting MetroCast authorization to provide local and toll services in all Verizon (now FairPoint) communities, as amended September 30, 2008 to include Union exchanges); see also IDT and MetroCast Joint Petition for Expedited Relief in the Granting of Numbering Resources, Docket No. DT 06-169, Order dated January 26, 2007 (approving MetroCast/IDT numbering resources agreement with Commission staff).

Applicable Legal Standards

3. This Commission has jurisdiction over this Petition for Arbitration pursuant to Section 252(b) of the Act.³ Under the Act, parties negotiating for interconnection and other rights under Section 251 within a particular state may petition the state commission for arbitration of any unresolved issues during the 135th to the 160th day of such negotiation.⁴

4. Pursuant to Section 252(b)(4)(C) of the Act, this arbitration is to be concluded not later than nine (9) months after the date that Union received a request for negotiations (October 9, 2008). Consistent with the statute, the arbitration should be concluded on or before July 8, 2009.

5. This arbitration must be resolved under the standards established in Sections 251 and 252 of the Act, the rules adopted and orders issued by the Federal Communications Commission (“FCC”) in implementing the Act, and the applicable rules and orders of this Commission. See 47 U.S.C. §§ 252(b)(4), (c), (e)(1) – (4).

6. The Commission may, under its own state law authority, impose additional requirements pursuant to Section 251(d)(3), 252(e)(3), 261(b), and 261(c) of the Act, as long as such requirements are consistent with the Act and the FCC’s regulations.⁵

7. As IDT has attempted to identify Union’s positions with respect to the interconnection issues without success, IDT requests that it be permitted to supplement this filing after it receives Union’s response and to provide any additional information deemed necessary by the Commission.

³ 47 U.S.C. § 252(b)(1).

⁴ Id.

⁵ See also Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd. 15499, ¶ 244 (1996) (contemplating that states may impose additional “access and interconnection obligations” over and above those required by federal law).

Parties and their Contact Information

8. IDT is a certified local exchange carrier (“CLEC”) and toll service provider in New Hampshire with a principal place of business at 520 Broad Street, Newark, NJ 07102. IDT has a pending request before the Commission’s Telecommunications Division for authority to serve customers in Union’s territory.⁶

9. By contract, MetroCast uses IDT’s resources as a CLEC to connect MetroCast to the public switched telephone network and to provide MetroCast with local number port-in and port-out, enhanced 911 interconnection, operator/directory assistance, directory listing and numbering resources needed to serve MetroCast’s customers in its New Hampshire service territory.⁷ MetroCast is a cable television company and is also a CLEC and toll service provider that is registered with the Commission to provide service in the territories of FairPoint (formerly known as Verizon) and of Union.⁸

10. The name, address and contact information for IDT’s representative in this proceeding is as follows:

Carl W. Billek
IDT America Corp.
520 Broad Street
Newark, NJ 07102-3111
(973) 438-4854
Carl.Billek@corp.idt.net

⁶ See [Exhibit E](#).

⁷ See IDT and MetroCast Joint Petition for Expedited Relief in the Granting of Numbering Resources, Docket No. DT 06-169, Order dated January 26, 2007 (approving MetroCast/IDT numbering resources agreement with Commission staff, and associated IDT-MetroCast relationship to deliver telecommunications services to MetroCast customers).

⁸ See CLEC Authorization No. C01-005-07 (April 11, 2007, initially granting MetroCast authorization to provide local and toll services in all Verizon (now FairPoint) communities, as amended September 30, 2008 to include Union exchanges); [see also](#) MetroCast Application for Certification as a CLEC, Docket No. DT 08-130, Order Denying Union Motion to Rescind Authority dated February 6, 2009.

11. Due to MetroCast's interest in the interconnection negotiations and the instant proceeding, MetroCast's representatives should be added to the service list as follows:

Joshua Barstow
MetroCast
9 Apple Road
Belmont NH 03220
(603) 524-3767, ext 632
jbarstow@metrocast.com

Robert J. Munnelly, Jr.
Cherie Gabrielle Phoenix
Murtha Cullina LLP
99 High Street – 20th Floor
Boston, MA 02110
(617) 457-4000
rmunnelly@murthalaw.com
cphoenix@murthlaw.com

12. Upon information and belief, the principal place of business for Union, as registered with the Commission, is 13 Central Street, Farmington, New Hampshire 03835. Union is an Incumbent Local Exchange Carrier ("ILEC") in this state as defined in Section 251(h) of the Act. Within its operating territory, Union has been the incumbent provider of telephone exchange services during all relevant times.

13. Upon information and belief, the name, address and contact information for Union's representative is as follows:

Jasper C. Thayer
Union Telephone
13 Central Street
Farmington, NH 03835
(603) 855-3700
jthayer@utel.com

Brief Summary of Negotiations and Date of Bona Fide Request for Negotiations

14. IDT requested negotiation for an interconnection agreement with Union in a letter dated October 8, 2008.⁹ Union did not respond to the October 8 letter.

15. On December 3, 2008, IDT sent an email to Jasper Thayer, Robert Thayer, Diane Thayer, and D. Winslow of Union Telephone requesting a response to the October 8 letter. None of the addressees responded to the email. On at least two occasions between December 3, 2008 and January 28, 2009, IDT attempted to contact Jasper Thayer via telephone and was only able to leave a message on voicemail or with a receptionist. None of these messages received a response from Union Telephone to IDT.

16. On January 29, 2009, IDT sent an email to Jasper Thayer, Robert Thayer, Diane Thayer, and D. Winslow of Union Telephone requesting a response to the October 8 letter. Additionally, IDT attempted to contact Jasper Thayer via telephone and was only able to leave a voicemail requesting a response to the October 8 letter also. None of the addressees responded to the email or voicemail.

17. On February 2, 2009, IDT sent an email to Martin C. Rothfelder, of the law firm of Rothfelder Stern because Mr. Rothfelder had previously represented Union before the Commission. IDT's email attached the October 8 request and again requested interconnection negotiations. Mr. Rothfelder did not respond to the February 2 email.

18. In early February 2009, Joshua Barstow of MetroCast had a telephone conversation with Jasper Thayer of Union in which Mr. Barstow again requested the opportunity to discuss interconnection between IDT and Union. Mr. Thayer indicated to Mr. Barstow that he would not discuss interconnection issues.

⁹ Exhibit A to the Petition (letter from IDT representative Carl Billek with a copy to MetroCast representative Josh Barstow).

19. On or about February 11, 2009, IDT sent a letter that gave Union a final opportunity to negotiate interconnection issues prior to the initiation of the instant interconnection arbitration proceeding.¹⁰ Union responded in a letter dated February 13, 2009 stating “Union does not believe that as of this writing, IDT America, Corp. has proper authorization to provide services within Union’s service area in New Hampshire.”¹¹

20. On February 25, 2009, IDT responded to Union’s February 13, 2009 letter by making the following principal points: (1) IDT is a CLEC authorized by the New Hampshire PUC and is permitted to negotiate and/or arbitrate an interconnection agreement with Union; (2) nothing in federal or New Hampshire law requires a CLEC to be certified in a particular area as a precondition for beginning good faith interconnection negotiations;¹² and (3). IDT provides interconnection services to MetroCast Cablevision, which was already certified to serve Union’s territory at the time IDT requested commencement of interconnection negotiations.

21. As it was transmitted via overnight mail, Union received IDT’s request to negotiate one day after it was sent on October 8, 2008 (i.e., October 9, 2009). Accordingly, the 135th day commencing the arbitration window is February 21, 2009 and the 160th day is March 8, 2009. Additionally, pursuant to the Act, this arbitration should be concluded on or before July 8, 2009, nine (9) months after the date Union received IDT’s request for negotiations on behalf of MetroCast.

¹⁰ Exhibit B (letter from IDT representative Carl Billek with a copy to MetroCast representative Josh Barstow).

¹¹ Exhibit C to Petition.

¹² Subsequent to the date of IDT’s letter, IDT filed for and received authorization to provide local exchange service in the incumbent Union territory, See Exhibit E.

Summary of Resolved Issues

22. As Union has not provided a substantive response to IDT's request to commence negotiations, there are no resolved issues at this point.

Summary of Unresolved Issues Not Being Submitted for Arbitration

23. None.

Summary of Unresolved Issues Being Submitted for Arbitration

24. As Union has not provided a substantive response to IDT's request to negotiate interconnection under Sections 251(a) and 251(b), all issues related to interconnection pursuant to these sections of the Act must be considered unresolved at this time.

25. IDT has attached as Exhibit D a copy of a Proposed Interconnection Agreement that includes the minimum requirements IDT and its wholesale partner, MetroCast, require to interconnect with Union and serve MetroCast customers in Union's service territory. The key provisions of the Proposed Agreement and why they are necessary and appropriate are summarized in the following paragraphs.

26. The Proposed Agreement is structured with the following sections:

- a. ARTICLE I SCOPE AND INTENT OF AGREEMENT: This section states the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of connection and the exchange of Local Traffic between their respective end-user customers.
- b. ARTICLE II DEFINITIONS: This section states the definitions used in the Proposed Agreement are listed in Appendix C.
- c. ARTICLE III GENERAL PROVISIONS: This section defines the term of the Proposed Agreement as three years and outlines the following items:
 - Termination: the parameters for terminating the Proposed Agreement for Default, Inactivity, or Sale are described.

- Ordering and Electronic Interface: describes the standard methods the Parties will submit and accept orders from each other.
- Billing and Payment: The Parties agree to charge and pay each other per industry standards.
- Capacity Planning and Forecasting: The Parties agree to joint planning and forecasting responsibilities which are applicable to number portability and interconnection services.
- Compliance with Laws and Regulations: Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
- Confidential Information: Both Parties will protect shared proprietary or confidential customer, technical, or business information as confidential.
- Dispute Resolution: Both Parties agree to a formal dispute resolution process to avoid litigation, which includes an arbitration process.
- Force Majeure: Both Parties agree to standard Force Majeure protections.
- Good Faith Performance: In the performance of their obligations under this Agreement, the Parties shall act in good faith.
- Governing Law: This Agreement shall be governed by and construed in accordance with applicable federal and (to the extent not inconsistent therewith) domestic laws of the state where the services are provided
- Liability and Indemnity: Each Party agrees to release, indemnify, defend, and hold harmless the other Party per industry standards, and limit liability to direct damages when applicable.
- Multiple Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
- Regulatory Agency Control: This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable State Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.
- Changes in Legal Requirements: The Parties agree to negotiate in good faith an amendment to this Agreement to bring it into compliance with Legal and/or Regulatory modifications as decreed by the FCC and/or State Commission.
- Regulatory Fees, Surcharges, and Taxes: Any state or local excise, sales, or use taxes (excluding any taxes levied on income)

resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed

- d. **ARTICLE IV CONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC:** This Article governs the provision of Internetwork Facilities (i.e., physical connection services and facilities), by Union to IDT or by IDT to Union and the transport and termination and billing of Local Traffic between Union and IDT. This sections covers the following items:
- Jointly Provided Switched Access. The Parties will use industry standards developed to handle the Provisioning and Billing of jointly provided switched access (MECAB, MECOD, and the Parties FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access Rates.
 - Parties agree to comply with Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, which are not modified by any provisions of this Agreement.
 - The Parties will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.
 - Category 11-01-XX and 11-50-XX records will be sent by Union to IDT in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries.
 - Billing and Rates: This section describes generally the processes each Party will use for ordering, provisioning and billing for connection facilities and services. Each Party, where applicable, agrees to pay the other Party the rates and charges for the Services set forth in the applicable appendices to this Agreement.
 - Billing Output Specifications (BOS): The Parties agree that billing requirements and outputs will be consistent with the Ordering & Billing Form (OBF) and also with Telcordia Technologies
 - Transport and Termination of Local Traffic: The Parties shall reciprocally terminate Local Traffic originating on each other's networks utilizing either Direct or Indirect Network Connections
 - Compensation for Exchange of Local Traffic: The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers. The Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic. The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. If a traffic study

determines this traffic is unbalanced, the Parties agree to respectively compensate the other for the termination of this traffic.

- Network Connection: Subject to mutual agreement, the Parties may use the following types of network facility connection: Mid-Span Fiber Meet, Special Access, and/or indirect connection by transiting a third-party telecommunication carrier's network.
- Trunking Requirements: The Parties agree to use two-way trunks. The Parties shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. The Parties shall also work together to establish high usage end-office trunk groups
- Trunk Forecasting: The Parties will develop joint forecasting of trunk groups
- Indirect Network Connection: The Parties agree to Indirect Network Connections until Local Traffic volumes grow to a point where it is economically advantageous to provide a direct connection
- Common Channel Signaling: The Parties will provide Common Channel Signaling (CCS) via a Signaling System 7 (SS7) network connection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups
- Network Management Controls: Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center.
- Number Portability (NP): LNP shall be provided in response to a porting request from either Party, consistent with applicable time periods and procedures established by the Act and applicable FCC regulations.
- 911 Service: The Parties will coordinate with the appropriate PSAP to provide 911 or E911 service pursuant to applicable laws and regulations.

- e. ARTICLE V SIGNATURE PAGE:
- f. APPENDIX A RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC:
- g. APPENDIX B OTHER RATES AND CHARGES
- h. APPENDIX C DEFINITIONS

27. The above provisions are reasonable and industry standard, and are properly includible in an Interconnection Agreement pursuant to 47 U.S.C. §§ 251(a) and (b).

28. As discussed above, as Union has failed to respond to requests to commence negotiations of the above provisions, IDT requests that it be permitted to supplement this filing after it receives Union's response and to provide any additional information deemed necessary by the Commission.

Conclusion

29. Accordingly, for the foregoing reasons, IDT respectfully requests as follows:

(a) that Union file and serve an answer to this Petition within 25 days as set forth in Section 22(b) of the Act;

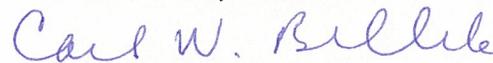
(b) that the Commission adopt in whole or in substantial part the interconnection language and provisions contained in the Proposed Interconnection Agreement attached as Exhibit D to this Petition;

(c) that the Commission permit IDT the ability to supplement its pleadings to address issues raised in Union's response pleadings; and

(d) that the Commission grant such other and further relief as the Commission deems just and proper.

Respectfully submitted,

IDT AMERICA, CORP.



Carl W. Billek
IDT America Corp.
520 Broad Street
Newark, NJ 07102-3111
(973) 438-4854
Carl.Billek@corp.idt.net

DATED: March 9, 2009

EXHIBITS

- EXHIBIT A** IDT America, Corp. Letter to Union Telephone Company (October 8, 2008)
- EXHIBIT B** IDT America, Corp. Communication to Union Telephone Company
- EXHIBIT C** Union Telephone Company Letter to IDT America, Corp (February 13, 2009)
- EXHIBIT D** IDT America, Corp. Proposed Interconnection Agreement
- EXHIBIT E** IDT America, Corp. CLEC Authorization for Union Telephone Company ILEC Territory

**EXHIBIT A – IDT America, Corp. Letter to Union Telephone Company
(October 8, 2008)**



IDT America, Corp.
520 Broad Street
Newark, New Jersey 07102-3111

October 8, 2008

VIA OVERNIGHT MAIL

Jasper Thayer
Richard Thayer
Diane Thayer
Union Telephone Company
7 Central Street
Farmington, New Hampshire 03835

Re: Request for negotiation of interconnection agreement

Messrs Thayer and Ms. Thayer:

On behalf of IDT America, Corp. ("IDT"), consistent with the amended RSA 374:22-g, IDT hereby requests to enter into negotiations with Union Telephone Company ("Union Tel") for an interconnection agreement for services under only Sections 251(a) and (b) of the Communications Act of 1934, as amended ("the Act"), and pursuant to the negotiation schedule of the Act. At this time, IDT is not requesting interconnection under Section 251(c).

Also, IDT requests that the Agreement include terms and conditions for interconnection pursuant to Sections 251(a) and (b) of the Act, including but not limited to:

- Interconnection arrangements, including indirect interconnection;
- Number portability;
- Reciprocal compensation at bill and keep;
- Access to directory listings and/or directory assistance provided by Union Tel (if any);
- Access to 911/E911 facilities owned or controlled by Union Tel (if any); and
- To the extent that Union Tel does not currently support permanent local number portability ("LNP") in their applicable switches, this is also a bona fide request for the carrier to establish LNP capability in the applicable switches.

Please contact me at your earliest convenience if you have any additional questions.

Sincerely,



Carl Billek
IDT America, Corp.

cc: Ms. Joyce Gailey, KG Partners
Mr. Lance Wilson, IDT America, Corp.
Mr. Thomas Jordan, IDT America Corp.
Mr. Josh Barstow, MetroCast Cablevision

EXHIBIT B – IDT America, Corp. Communication to Union Telephone Company

From: Thomas Jordan
Sent: Wednesday, December 03, 2008 3:14 PM
To: 'jthayer@utel.com'; 'rthayer@utel.com'; 'dthayer@utel.com'; 'dwinslow@utel.com'
Cc: Carl Billek
Subject: Follow up to Oct 8, 2008 letter to Union Telephone

Messrs Thayer, Ms. Thayer, and Ms Winslow,

I am following up with you regarding the attached letter we sent to you in October. I would like to set up an initial conference call to discuss this request.

Please respond to me, either via email or phone, so we can discuss.

I look forward to hearing from you.

Thank you,

Thom



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Thom Jordan

President, IDT-America
520 Broad St, 2nd Fl
Newark, NJ 07102
Email: thomas.jordan@idt.net
Phone: +1.973.438.3010
Cell: +1.201.463.8551

This e-mail and attachments, if any, may contain confidential and/or proprietary information. Please be advised that the unauthorized use or disclosure of the information is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by reply e-mail and delete all copies of this message and attachments. Thank you.

From: Thomas Jordan
Sent: Thursday, January 29, 2009 2:00 PM
To: 'jthayer@utel.com'; 'rthayer@utel.com'; 'dthayer@utel.com'; 'dwinslow@utel.com'
Cc: Carl Billek
Subject: FW: Follow up to Oct 8, 2008 letter to Union Telephone

Hello Mr. Jasper Thayer et al.,

I just left you a voicemail again earlier today.

I am following up with you regarding the attached letter we sent to you in October and signed by M. Frost on 10/9. I would like to set up an initial conference call to discuss this request.

Please respond to me, either via email or phone, so we can discuss.

I look forward to hearing from you.

Thank you,

Thom

From: Thomas Jordan
Sent: Wednesday, December 03, 2008 3:14 PM
To: 'jthayer@utel.com'; 'rthayer@utel.com'; 'dthayer@utel.com'; 'dwinslow@utel.com'
Cc: Carl Billek
Subject: Follow up to Oct 8, 2008 letter to Union Telephone

Messrs Thayer, Ms. Thayer, and Ms Winslow,

I am following up with you regarding the attached letter we sent to you in October. I would like to set up an initial conference call to discuss this request.

Please respond to me, either via email or phone, so we can discuss.

I look forward to hearing from you.

Thank you,

Thom



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Thom Jordan

President, IDT-America
520 Broad St, 2nd Fl
Newark, NJ 07102
Email: thomas.jordan@idt.net
Phone: +1.973.438.3010

Cell: +1.201.463.8551

This e-mail and attachments, if any, may contain confidential and/or proprietary information. Please be advised that the unauthorized use or disclosure of the information is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by reply e-mail and delete all copies of this message and attachments. Thank you.

Carl Billek

From: Carl Billek
Sent: Monday, February 02, 2009 2:48 PM
To: 'mcrothfelder@rothfelderstern.com'
Cc: Thomas Jordan

Dear Mr. Rothfelder:

I am writing to you on behalf of my client IDT America, Corp. ("IDT") regarding your client, Union Telephone Company ("Union"). On October 8, 2008, IDT filed a letter with Union seeking an interconnection agreement for services under Sections 251(a) and (b). A copy of the letter is attached for your convenience. Despite this and numerous attempts to follow up with Union, we have been unable to get any response whatsoever. We are very interested in working with Union in a commercially productive, non-litigious manner, but we are becoming increasingly concerned by Union's failure to provide so much as an acknowledgement of our efforts to contact them. Accordingly, we need to receive at least an initial response from Union by the end of this week. If we do not hear from Union, we will need to undertake more aggressive efforts to promote our commercial concerns. But since we'd much rather focus on productive commercial relationship with Union, we would greatly appreciate your efforts in reaching out to Union and requesting that Union contact IDT, either directly or through you.

Thanks very much.

Carl Wolf Billek
Senior Regulatory Counsel
IDT Telecom, Inc.
520 Broad Street
Newark, New Jersey 07102-3111
(973) 438-4854 (Telephone)
(973) 438-1455 (Facsimile)



IDT America, Corp.
520 Broad Street
Newark, New Jersey 07102-3111

October 8, 2008

VIA OVERNIGHT MAIL

Jasper Thayer
Richard Thayer
Diane Thayer
Union Telephone Company
7 Central Street
Farmington, New Hampshire 03835

Re: Request for negotiation of interconnection agreement

Messrs Thayer and Ms. Thayer:

On behalf of IDT America, Corp. ("IDT"), consistent with the amended RSA 374:22-g, IDT hereby requests to enter into negotiations with Union Telephone Company ("Union Tel") for an interconnection agreement for services under only Sections 251(a) and (b) of the Communications Act of 1934, as amended ("the Act"), and pursuant to the negotiation schedule of the Act. At this time, IDT is not requesting interconnection under Section 251(c).

Also, IDT requests that the Agreement include terms and conditions for interconnection pursuant to Sections 251(a) and (b) of the Act, including but not limited to:

- Interconnection arrangements, including indirect interconnection;
- Number portability;
- Reciprocal compensation at bill and keep;
- Access to directory listings and/or directory assistance provided by Union Tel (if any);
- Access to 911/E911 facilities owned or controlled by Union Tel (if any); and
- To the extent that Union Tel does not currently support permanent local number portability ("LNP") in their applicable switches, this is also a bona fide request for the carrier to establish LNP capability in the applicable switches.

Please contact me at your earliest convenience if you have any additional questions.

Sincerely,



Carl Billek
IDT America, Corp.

cc: Ms. Joyce Gailey, KG Partners
Mr. Lance Wilson, IDT America, Corp.
Mr. Thomas Jordan, IDT America Corp.
Mr. Josh Barstow, MetroCast Cablevision



IDT America, Corp.
520 Broad Street
Newark, New Jersey 07102-3111

February 11, 2009

VIA OVERNIGHT MAIL

Jasper Thayer
Richard Thayer
Diane Thayer
Union Telephone Company
7 Central Street
Farmington, New Hampshire 03835

Re: Second *Bona Fide* Request For Negotiation of Interconnection Agreement

Messrs Thayer and Ms. Thayer:

On October 8, 2008, on behalf of IDT America, Corp. ("IDT") and consistent with the amended RSA 374:22-g, IDT hereby requested to enter into negotiations with Union Telephone Company ("Union Tel") for an interconnection agreement for services under only Sections 251(a) and (b) of the Communications Act of 1934, as amended ("the Act"), and pursuant to the negotiation schedule of the Act.

Since this initial request, Mr. Thomas Jordan, President of IDT, has made countless efforts to contact you regarding our request. I will not list the date of each effort because you are all well aware of Mr. Jordan's efforts. You have chosen to simply refuse to acknowledge, let alone respond to, any and all efforts made by IDT. I find this aggressive refusal to engage in negotiations rather frustrating, contrary to how IDT prefers to do business (even with those against whom we compete) and, most importantly, inconsistent with applicable law. Accordingly, if IDT does not receive by close of business on Monday, February 16, 2009, a substantive reply to its initial letter, we shall contact the New Hampshire Public Utilities Commission to encourage UnionTel to be more cooperative and to adhere to its legal obligations.

I look forward to hearing from you on or before Monday.

Sincerely,

A handwritten signature in cursive script that reads "Carl Billek".

Carl Billek
IDT America, Corp.

cc: Ms. Joyce Gailey, KG Partners
Mr. Lance Wilson, IDT America, Corp.
Mr. Thomas Jordan, IDT America Corp.
Mr. Josh Barstow, MetroCast Cablevision

**EXHIBIT C – Union Telephone Company Letter to IDT America, Corp
(February 13, 2009)**



February 13, 2009

VIA Overnight Mail

Carl Billek
IDT America, Corp.
520 Broad Street
Newark, New Jersey 07102-3111

Re: February 11, 2009 letter to Union Telephone Company

Mr. Billek:

I am in receipt of IDT America, Corp.'s ("IDT") letter to Union Telephone Company ("Union") dated February 11, 2009. Union does not believe that as of this writing, IDT America, Corp. has proper authorization to provide service within Union's service area in New Hampshire.

Sincerely,

A handwritten signature in black ink, appearing to read "Jasper Thayer", is written over the word "Sincerely,".

Jasper Thayer
Union Telephone Company

EXHIBIT D – IDT America, Corp. Proposed Interconnection Agreement

**TRAFFIC EXCHANGE AGREEMENT
BETWEEN
IDT AMERICA, CORP
AND
UNION TELEPHONE COMPANY**

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This Traffic Exchange Agreement (the "Agreement") is by and between _____ with the address for purposes of this Agreement at _____ ("UTEL"), and IDTAmerica, Corp. ("IDT"), in its capacity as a certified Provider of local two-way wire line exchange service, with its address for purposes of this Agreement at 520 Broad St, Newark, New Jersey 07102 (UTEL and IDT being referred to collectively as the "Parties" and individually as a "Party").

This Agreement covers services in the State of New Hampshire only (the "State").

WHEREAS, connection between Local Exchange Carriers (LECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on Telecommunications Carriers with respect to the interconnection of their networks; and

WHEREAS, IDT and UTEL are Telecommunications Carriers; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon connection points; and

WHEREAS, the Parties wish to enter into an agreement, in accordance with Section 251 of the Act, to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UTEL and IDT hereby covenant and agree as follows:

ARTICLE I

SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of connection and the exchange of Local Traffic between their respective end-user customers. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to either Party's cost recovery covered in this Agreement. The Parties agree to negotiate reciprocal terms and conditions based on this Agreement.

The services and facilities to be provided to IDT by UTEL in satisfaction of this Agreement may be provided pursuant to UTEL's tariffs and then current practices. Should such services and facilities be modified by tariff or by an effective Order, including any modifications resulting from other effective Commission proceedings, federal court review or other judicial action, and unless otherwise specified herein, the Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement pursuant to Section 42 of this Article.

The rights and duties established by this Agreement are at all times conditioned on the parties being telecommunications carriers in the exchanges for which interconnection is established throughout the term of this Agreement and any extension thereof, or alternatively, the extension of the rights and duties of Section 251 of the Act to the Parties by Federal Communications Commission regulation to transmit the services for which interconnection is sought. The transmission of information services in addition to telecommunications services over the facilities used to interconnect the Parties' networks is conditioned the current extension of that right by 47 C.F.R. § 51.100(b) (2008). In the event that 47 C.F.R. § 51.100(b) (2008) is repealed, modified, or the right to combine information services and telecommunications services is otherwise limited or eliminated, this agreement shall be modified to reflect such action pursuant to Article III Section 42, below. If at any time during the term of this Agreement the Parties cease to be telecommunications carriers, or the Parties otherwise cease to be entitled to the rights and bound by the obligations of Section 251 of the Act, this Agreement may be immediately terminated irrespective of Article III Section 2, below.

This Agreement establishes rights and obligations of the Parties as required by Section 251(b) of the Act. Further agreement to establish other rights and duties of the Parties required by section 251 of the Act shall be separately negotiated.

ARTICLE II

DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, in case of any interpretation question, the standard definitions set forth in Appendix C attached to this Agreement and made a part hereof shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in Appendix C and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

ARTICLE III

GENERAL PROVISIONS

1. Scope of General Provisions.

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.

2.1 Term.

The term of this Agreement shall begin upon the Effective Date as first stated above and continue for a period of three (3) years thereafter (“Initial Term”) unless earlier terminated under the terms of this Agreement. Following the Initial Term, the Agreement shall automatically renew for continuous one (1) year terms (each, a “Renewal Term”) unless written notice of intent to terminate at the end of the then current Initial or Renewal Term is given no less than ninety (120) calendar days advance by the terminating Party.

In the event that any legislative, regulatory, judicial or other legal action materially affects any material terms of the Agreement or the rights or obligations of either Party or the ability of either Party to perform any material provisions thereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

2.2 Post Termination Arrangements.

Except in the case of a termination upon sale, pursuant to Section 2.4, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:

(a) As if under this Agreement, if either Party has requested negotiations for a new agreement, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the Termination Date, whichever is earlier, unless otherwise agreed by the Parties.

(b) If this Agreement is not continued pursuant to subsection (a) preceding under (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers.

2.4 Liability Upon Termination.

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3. Amendments.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

4. Assignment.

Except for an assignment pursuant to a sale of substantially all or part of the assets of an assigning entity, any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder.

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing.

6. Intentionally left blank

7. CLEC Profile.

To the extent necessary and subject to other provisions in this agreement, IDT will complete and return to UTEL a CLEC Profile form in the form provided by UTEL. Among other things, IDT will provide UTEL with its Operating Company Number (OCN), Company code (CC), and Customer Carrier Name Abbreviation (CCNA).

8. Contact Exchange.

The Parties agree to exchange and to update contact and referral numbers for orders, inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the local, State and Federal governments.

9. Ordering and Electronic Interface.

<<<<UTEL to provide this information>>>> Manual interface is currently being used for IDT to order services, and it includes facsimile orders and E-mail orders in accordance with the UTEL's standard practices. Conventional electronic ordering interface is not currently available. If UTEL later makes electronic interface ordering available to IDT, then the Parties agree that, to the extent practicable, electronic interface will be used by IDT for ordering services and manual interface will be discontinued.

10. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), IDT and UTEL agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

10.1 Back Billing.

Neither Party will bill the other Party for previously unbilled charges for services that were provided longer ago than ninety (90) calendar days.

10.2 Dispute.

If one Party disputes a billing statement issued by the other Party, the billed Party shall make reasonable efforts to notify Provider in writing regarding the nature and the basis of the dispute ninety (90) calendar days of the bill date or the dispute shall be waived, subject to any State regulatory requirements. Notwithstanding the foregoing, the billed Party shall have ninety (90) calendar days from the bill date to perform internal billing audits related to charges billed by the billing Party. Where the Parties mutually agree that an over-billing was made by the billing Party, the billing Party shall refund such over-billed amounts to the billed Party. Such refunds shall not be required for amounts that appeared on billing statements that were issued more than ninety (90) calendar days prior. The Parties shall diligently work toward resolution of all billing issues. Notwithstanding the foregoing, if Provider notifies Party of the unpaid charges the dispute provisions thereof shall prevail.

10.3 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the lower amount of 1½% charge per month, or the maximum nonusurious rate of interest permitted to be billed to end user customers under applicable law. Such late payment charges shall be included on the Provider's next statement.

10.4 Due Date.

Payment is due thirty (30) calendar days from the bill date.

10.5 Audits.

10.5.1 In General

Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

10.5.2 Traffic Audits.

On thirty (30) Business Days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit.

11. Binding Effect.

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

12. Capacity Planning and Forecasting.

Within twenty (20) Business Days from the effective date of this Agreement, or as soon after the effective date as practicable, the Parties agree to meet, in person or via conference call, and develop joint planning and forecasting responsibilities which are applicable to number portability and interconnection services. Such responsibilities shall include but are not limited to the following:

12.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.

12.2 The Parties will furnish information that provides for statewide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.

12.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article IV.

13. Compliance with Laws and Regulations.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

14. Confidential Information.

14.1 Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such. Notwithstanding the foregoing, preorders and all orders for services placed by either Party pursuant to this Agreement, and information that would constitute customer proprietary network information of either Party's end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to either Party's end users, whether disclosed or otherwise acquired in the course of the Parties' performance under this Agreement shall be considered Confidential Information.

14.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance under this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To return promptly any copies of such Confidential Information to the source at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

14.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

14.4 Survival.

The obligation of confidentiality and use with respect to Confidential 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 Confidential Information.

15. Consent.

Where consent notice, approval, mutual agreement, or similar action is permitted or required of a Party by any provision of this Agreement, it shall not be conditional, unreasonably withheld, or delayed.

16. Fraud.

IDT assumes responsibility for all fraud associated with its end-user customers and accounts. UTEL shall bear no responsibility for, nor is it required to investigate or make adjustments to IDT's account in cases of fraud.

17. Intentionally left blank.

18. Dispute Resolution.

18.1 Alternative to Litigation.

Except for the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.2 Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, 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 correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of

settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

18.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration. At the election of either Party, arbitration shall be before the Commission.

Otherwise, arbitration shall be by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise the rules described in part (a) below shall be applicable.

(a) A Party may demand such arbitration in accordance with the procedures set out in AAA rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.

(b) Judgment upon the award rendered by the arbitrator, whether it be the Commission or an AAA or other arbitrator, may be entered in any court having jurisdiction

18.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 18.2 directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute is to

be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, and if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

18.5 Costs.

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs).

18.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement. However, during the pendency of any dispute resolution procedures UTEL agrees to continue to accept new IDT service orders only if IDT is current on all undisputed charges.

19. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

20. Expenses.

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

21. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is restricted, or interfered with by reason of fire, flood, earthquake or likes acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party

shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease. It is expressly agreed that financial difficulties of a Party are not subject to this Section. In the event the Force Majeure event is not resolved within sixty days, the Party whose performance was not affected by the Force Majeure event, may terminate this Agreement without penalty or further responsibility.

22. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld or delayed.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with applicable federal and (to the extent not inconsistent therewith) domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.

24. Standard Practices.

The Parties acknowledge that UTEL shall be adopting selected industry standard practices and/or establishing its own standard practices to meet various requirements hereunder applicable to the CLEC industry. IDT agrees that UTEL may implement such practices to satisfy any UTEL obligations under this Agreement to the extent such practices are not in conflict with terms of this Agreement.

25. Headings.

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

26. Independent Contractor Relationship.

The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security,

unemployment, workers' compensation, disability insurance, and federal and state withholding.

27. Intentionally Left Blank.

28. Liability and Indemnity.

28.1 Indemnification.

Subject to the limitations set forth in Section 28.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all direct losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for personal injury to or death of any person or persons, caused by the indemnifying Party's gross negligence or willful misconduct. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

28.2 End-User and Content-Related Claims.

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of services or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Indemnifying Party's end-users against an Indemnified Party arising from Services or Facilities. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other

injury to any person or property arising out of content transmitted by the Indemnifying Party and the Indemnified Party or such Party's end-users, or any other act or omission of the Indemnified Party or such Party's end-users.

28.3 DISCLAIMER.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

28.4 Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses either Party may recover, including those under Section 15 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

29. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

30. No Third Party Beneficiaries.

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

31. Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable street or post office box address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section: Although E-mail will not be used to provide notice, the Parties provide their E-mail addresses below to facilitate informal communications.

If to UTEL:

UTEL
Attention:
Address:
Telephone number:
Facsimile number:

With a copy to
UTEL
Attention:
Address:
Telephone number:
Facsimile number:
E-mail:

If to IDT:

IDT America, Corp.
Attention: Carl Billek
520 Broad St
Newark, NJ 07102
Telephone number: (973) 438-4854
Facsimile number: (973) 438-1455
E-mail: Carl.Billek@corp.idt.net

32. Protection.

32.1 Impairment of Service.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

32.2 Resolution.

If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be imposed by the Impaired Party. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of or disconnect the affected circuit, facility or equipment with notice to the Impairing Party, without further liability or costs.

33. Publicity.

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both UTEL and IDT.

34. Regulatory Agency Control.

So long as consistent with the conditions of this Agreement outlined in Article I, this Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable State Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

35. Changes in Legal Requirements.

Consistent with the conditions of the Agreement outlined in Article I, UTEL and IDT further agree that the terms of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement became effective. Except as otherwise directed by Article I, upon written notice by either Party, the Parties agree to negotiate in good faith an amendment to this Agreement to bring it into compliance with modifications to those requirements pursuant to Section 42 of this Article.

36. Effective Date.

This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval. The "effective date" of this Agreement for all purposes will be the latest date reflected by the signing parties. The Parties agree that orders for services will not be submitted or accepted until the latter of (a) the submission of the CLEC Profile required by Section 7; or (b) the expiration of the first ten (10) Business Days after the Agreement is effective.

37. Regulatory Matters.

Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

38. Rule of Construction.

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

39. Section References.

Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

40. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may invoke the provisions for dispute resolution set forth in Article III, Section 18 of this Agreement.

41. Subcontractors.

Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement, provided that a Provider remains liable for the performance of its duties and obligations hereunder.

42. Subsequent Law.

Except as outlined in Article I, and Article III sections 34 and 35, the terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. Further, to the extent such law, rule, or regulation allows one or both Parties the choice to operate, voluntarily, in a manner contrary to the current term(s) and condition(s) of this Agreement, the Parties agree to modify, in writing, the affected term(s) and condition(s), should both Parties agree to incorporate such law, rule, or regulation into this Agreement. The Dispute Resolution provisions of Article III, Section 18 shall also govern any disputes arising out of or relating to such modifications. To the extent that subsequent applicable laws, rules or regulations of Federal, State or local governmental authority require modification or negotiation of one or more terms of this Agreement, the Parties agree to begin negotiating such terms within thirty (30) Business Days after such subsequent change. If negotiations fail within sixty (60) Business Days thereafter, this matter shall proceed to the Dispute Resolution procedures of Article III, Section 18, with the consequent changes in this Agreement to be retroactive to the extent required by the subsequent applicable laws, rules or regulations. Though the parties have provided for intercarrier compensation for all voice traffic in this Agreement, should the FCC establish a specific mechanism for intercarrier compensation for Internet protocol voice traffic in its IP-Enabled Services docket or its Intercarrier Compensation docket, or for intercarrier compensation for any information services, the Parties will incorporate such mechanisms into this Agreement pursuant to this paragraph.

43. Taxes.

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party provides to the collecting Party appropriate documentation as UTEL requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party 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 Party shall not permit

any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party. Notwithstanding anything to the contrary contained herein, IDT is responsible for furnishing tax exempt status information to UTEL at the time of the execution of the Agreement. IDT is also responsible for furnishing any updates or changes in its tax exempt status to UTEL during the Term of the Agreement and extensions thereof. In addition, IDT is responsible for submitting and/or filing tax exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body to the extent that such information is required to be filed. It is expressly understood and agreed that the IDT's representations to UTEL concerning the status of IDT's claimed tax exempt status, if any, and its impact on this Section 42 are subject to the indemnification provisions of Section 28.1, which for purposes of this Section, are to be enjoyed by UTEL. Notwithstanding the foregoing, to the extent that UTEL fails to timely bill IDT for applicable taxes for which IDT has not provided proof of exemption, UTEL shall be responsible for any penalties or interest levied by taxing authorities for late payments.

43.1 Tax.

A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction. Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a Provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

43.2 Fees/Regulatory Surcharges.

A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party. Fees/Regulatory Surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

44. Trademarks and Trade Names.

Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

45. Waiver.

The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

46. Environmental Responsibility.

The Parties agree that prior to such time as either Party may place its equipment in the other Party's premises pursuant to a collocation or some other arrangement, the Parties will negotiate appropriate terms with respect to responsibility for environmental matters.

47. TBD Prices.

If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to either Party ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by the billed Party to the billing Party, and any overpayment shall be refunded by the billing Party to the billed Party, within 45 Business Days after the establishment of the price by the Commission.

ARTICLE IV

CONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services.

This Article governs the provision of Internetwork Facilities (i.e., physical connection services and facilities), by UTEL to IDT or by IDT to UTEL and the transport and termination and billing of Local Traffic between UTEL and IDT. For purposes of this Agreement, Local Traffic shall be defined per Appendix C, Section 1.61. Traffic not meeting the definition of Local Traffic is not subject to this Agreement. The Parties reserve the right to seek compensation for such non-Local Traffic including the imposition of access charges, pursuant to each Party's effective tariffs, where appropriate.

1.1.1 IDT will initiate orders for trunk-side Local Traffic connection services by sending an ASR to UTEL. The ASR will be reviewed by UTEL for validation and correction of errors. Errors will be referred back to IDT. IDT then will correct any errors that UTEL has identified and resubmit the request to UTEL through a supplemental ASR.

1.2 Jointly Provided Access Services

1.2.1 Jointly Provided Access Services occurs when an Interexchange Carrier (IXC) receives feature group access service that is co-provided by more than one carrier. This co-provided service is referred to as Jointly Provided Access Services, Jointly Provided Switched Access and/or Meet Point Billing (MPB). Co-providers may consist of Competitive Local Exchange Carrier (CLECs), Incumbent Local Exchange Carrier (ILECs) or Commercial Mobile Radio Service (CMRS).

1.2.2 Jointly Provided Switched Access. The Parties will use industry standards developed to handle the Provisioning and Billing of jointly provided switched access (MECAB, MECOD, and the Parties FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access Rates.

1.2.3 Parties agree to comply with Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, which are not modified by any provisions of this Agreement.

1.2.4 UTEL and IDT will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.

1.2.5 A charge for Category 11-01-XX and 11-50-XX records send in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries.

2. Billing and Rates.

2.1 Service Ordering, Service Provisioning, and Billing.

The following describes generally the processes UTEL will use for ordering, provisioning and billing for connection facilities and services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by UTEL's standard practices.

2.2 Rates and Charges.

Each Party, where applicable, agrees to pay the other Party the rates and charges for the Services set forth in the applicable appendices to this Agreement. Rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof.

2.3 Billing.

UTEL shall render to IDT a bill for services on a monthly basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed by each Party to the other Party in arrears. IDT is required to order trunks pursuant to Section 4.4 of this Article.

2.4 Billing Specifications.

The Parties agree that billing requirements and outputs will be consistent with the Ordering & Billing Form (OBF) and also with Telcordia Technologies Billing Output Specifications (BOS).

2.4.1 Usage Measurement: Usage measurement for calls shall begin when Answer Supervision or the equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

2.4.2 Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

3. Transport and Termination of Local Traffic.

3.1 Traffic to be Exchanged.

The Parties shall reciprocally terminate Local Traffic originating on each other's networks utilizing either Direct or Indirect Network Connections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation for Exchange of Local Traffic.

3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers in accordance with Section 3.2.2 of this Article, subject to any applicable regulatory conditions.

3.2.2 Bill-and-Keep. The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may initiate a traffic study no more frequently than once a quarter. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic excluding Local Traffic that is also Information Access Traffic, either Party may notify the other in writing that mutual compensation will commence for such Local Traffic, excluding Local Traffic that is also Information Access Traffic, pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed.

4. Network Connection.

4.1 Network Connection Architecture.

IDT may connect with UTEL on its network at any of the minimum Currently Available points required by the FCC. Connection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree to directly connect their respective networks, connection will be as specified in the following subsections. Based on the configuration, the installation time line may vary, however, UTEL will work with IDT in all circumstances to install Interconnection Points (IP) within one hundred twenty (120) calendar days of a IDT order. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility connection, using such interface media as are (i) appropriate to support the type of connection requested and (ii) available at the facility at which connection is requested.

a. A Mid-Span Fiber Meet within an existing UTEL exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location with

each Party being individually responsible for its incurred costs in establishing this arrangement. The IP is the demarcation between ownership of the fiber transmission facility.

b. A special access and/or CLEC Dedicated Transport arrangement terminating at a UTEL Wire Center subject to the rates, terms, and conditions contained in UTEL's applicable tariffs or as TBD pursuant to section 47 of Article I above. These facilities will meet the standards set forth in such tariffs.

c. Where mutually agreed, IDT may exchange traffic with UTEL via indirect connection by transiting a third-party telecommunication carrier's network.

4.1.2 Where direct connection is utilized under options (a) or (b) above, the Parties will mutually designate at least one IP at a technically feasible point on UTEL's network within each Contiguous Serving Area in which is located one or more UTEL Central Office Switches to which IDT requires interconnection for the exchange of Local Traffic, or such other location(s) as mutually agreed upon by the Parties.

4.2 Compensation.

The Parties agree to the following compensation for inter-network facilities, depending on facility type. Only Local Traffic will be used for calculation of this compensation.

4.2.1 Mid-Span Fiber Meet: Each Party shall pay for the interconnection facilities on their side of the IP.

4.2.2 Special Access: Each Party shall pay for the interconnection facilities on their side of the IP, but shall compensate each other pursuant to section 4.1.1(b) above.

4.3 Trunking Requirements.

Where the Parties directly interconnect their networks, the Parties shall meet and agree on trunking availability and requirements in order for the Parties to begin exchange of traffic.

4.3.1 The Parties will agree two-way trunking will be used for the exchange of Local Traffic between the two parties.

4.3.2 Where technically feasible, the Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local

Traffic and IntraLATA toll traffic. In such case, when applicable, each Party will provide to each other its Percentage of Local Use (PLU) for billing purposes. If either Party questions the accuracy of the other's PLU, that issue may be included in a verification review. If at any time during the term of this Agreement, the average monthly number of minutes of use (combined Local Traffic and IntraLATA toll traffic) terminated by either Party on the network of the other exceeds the generally accepted engineering practices as mutually agreed to by the Parties, the Party on whose network those minutes have been terminated may elect to require jurisdictionally separate trunks for Local Traffic and IntraLATA toll traffic.

4.3.3 IDT and UTEL shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types.

4.3.4 End-Office Trunking. The Parties will work together to establish high usage end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a IDT end office and a UTEL end office.

4.3.5 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly engineered to the appropriate State grade of service standard.

4.3.6 IDT and UTEL agree to use diligent efforts to develop and agree on a Joint Connection Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate State grade of service standard. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

4.3.7 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.

4.3.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.

4.3.9 The Parties will support intercompany 64kbps clear channel where available.

4.3.10 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or

another industry standard eventually adopted to replace the ASR for local service ordering.

4.4 Trunk Forecasting.

4.4.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 12, and as a condition to UTEL's processing of IDT interconnection services ASRs under Section 1.1. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include:

4.4.1.1 Yearly forecasted trunk quantities for no less than a two year period (current year, plus one year); and the use of (i) CLCI-MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.

4.4.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 4.4.1.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.4.3 Parties will meet, in person or via conference call, to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

4.5 Trunk Facility Under Utilization.

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the State grade of service standard or the Joint Connection Plan referenced in Section 4.3.7. When a condition of excess capacity is identified, UTEL will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with the customer for possible network efficiency adjustment.

4.6 Network Redesigns Initiated by UTEL.

UTEL will not charge IDT when UTEL initiates its own network redesigns/reconfigurations.

5. Indirect Network Connection.

5.1 Indirect Network Connection is intended to handle de minimis mutual traffic exchange until Local Traffic volumes grow to a point where it is economically advantageous to provide a direct connection as provided in Section 5.4 of this Article.

5.2 The Parties agree to establish a direct connection when any one of the following conditions is met for a consecutive three-month period:

- a. Combined traffic between two single switches of each Party reaches a DS-1 equivalent (200,000 combined minutes of use ("MOU"));
- b. Traffic originating from a single UTEL switch to a single IDT switch reaches 100,000 MOUs; or
- c. When either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route exceed \$300.00 per month.

5.3 Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office except as provided for in Section 4.1.1 (c).

6. Common Channel Signaling.

6.1 Service Description.

The Parties will provide Common Channel Signaling (CCS) via a Signaling System 7 (SS7) network connection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

6.2 Signaling Parameters.

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling

information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing.

6.3 Privacy Indicators.

Each Party will honor all privacy indicators as required under applicable law.

6.4 Third Party Signaling Providers.

IDT and UTEL may choose a third-party SS7 signaling provider.

6.5 Multi-Frequency Signaling.

In the case where CCS is not available, in band Multi-Frequency (MF), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

7. Network Management Controls.

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing standard protective controls.

8. Number Portability (NP)

8.1 Local Number Portability (LNP)

8.1.1 LNP shall be provided in response to a porting request from either Party, consistent with applicable time periods and procedures established by the Act and applicable FCC regulations. The Parties agree that they shall develop and deploy LNP in accordance with the Act, such binding FCC and State mandates, and industry standards, as may be applicable.

8.1.2 The rate that the Parties will charge each other for service ordering change charges are tariffed rates and included in Exhibit B.

9. 911 Service.

UTEL and IDT will coordinate with the appropriate PSAP to provide 911 or E911 service pursuant to applicable laws and regulations.

ARTICLE V

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement. The Effective Date of this Agreement for such purposes will be established by the date of the final signature on this agreement subject to confirmation by Commission approval order.

UTEL:
By: _____
Name: _____
Title: _____
Date: _____

IDT
By: _____
Name: _____
Title: _____
Date: _____

APPENDIX A

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A are the rates as defined in Article IV and are subject to change resulting from future commission or other proceedings, or any appeal or other litigation. Each Party will bill the other Party as appropriate:

A. Reciprocal Compensation

Local Traffic, excluding Local Traffic that is also Information Access Traffic (if invoked pursuant to Article IV Section 3.2.2)	TBD
Local Traffic that is also Information Access Traffic	\$0.00

APPENDIX B

OTHER RATES AND CHARGES

Non-Recurring Charges (NRCs)

Service Order Change Charge – per Local Service Request (LSR)	\$0.00
Directory Service Order	\$0.00

APPENDIX C

DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Appendix C and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

1.1 Access Service Request (ASR)

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

1.2 Act

The Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

1.3 Affiliate

A person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

1.4 Answer Supervision

An off-hook supervisory signal.

1.5 Applicable Law

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.

1.6 Automatic Location Identification/Data Management System (ALI/DMS)

The emergency services (E-911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records.

1.7 Automated Message Accounting (AMA)

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE, which defines the industry standard for message recording.

1.8 Automatic Number Identification (ANI)

The number transmitted through the network identifying the calling party.

1.9 Purposefully Left Blank

1.10 Bill-and-Keep Arrangement

A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.

1.11 Bona Fide Request (BFR)

Process intended to be used when requesting customized service orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.

1.12 Business Day

Monday through Friday, except for holidays on which the non-priority U.S. mail is not delivered.

1.13 Centralized Message Distribution System (CMDS)

The billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collectibles and in collectibles as well as Carrier Access Billing System (CABS) records.

1.14 Central Office (CO)

A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other, for Local and non- Local Traffic.

1.15 Central Office Switch

A switch used to provide telecommunications services including (1) End Office Switches which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).

1.16 Purposefully Left Blank

1.17 Certificate of Operating Authority

IDT must represent and warrant to UTEL that it is a certified provider of local exchange service in the State and authorized within the UTEL local service area. IDT will provide a copy of its Certificate of Operating Authority or other evidence of its status to UTEL upon request. IDT will notify UTEL if its certificate has been revoked.

1.18 CLASS

CLASS is an acronym for Custom Local Area Signaling Services. It is based on the availability of common channel signaling. CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.

1.19 CLI Codes

Common Language Location Identifier Codes.

1.20 Commission

The State Public Service Commission, as applicable.

1.21 Common Channel Signaling (CCS)

A high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.22 Competitive Local Exchange Carrier (CLEC)

Any company or person authorized to provide local exchange services in competition with an ILEC.

1.23 Compliance

Environmental and safety laws and regulations based upon a Federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.

1.23(a) Contiguous Serving Area

Any continuous and uninterrupted geographic area throughout which UTEL operates as the exclusive ILEC, and the entire perimeter of which is bordered by areas in which UTEL does not operate as an ILEC.

1.24 Conversation Time

The time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

1.25 UTEL

UTEL in the State that is a Party to this Agreement.

1.26 Currently Available

Existing as part of UTEL's network at the time of the requested order or service and does not include any service, feature, function or capability that UTEL either does not provide to itself or to its own end users, or does not have the capability to provide.

1.27 Customer

The Party receiving service from the other. UTEL or IDT, depending on the context and which Party is receiving the service from the other Party.

1.28 Customer Service Record Search

Applied to LSR when CLEC requests a customer service record search prior to account conversion from UTEL or from another CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information. Applied on a per requested loop basis.

1.29 Dedicated Transport

An Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated Central Offices. Dedicated Transport may only extend between two Central Offices.

1.30 Disconnect Supervision

An on-hook supervisory signal end at the completion of a call.

1.31 DS-1

A service carried at digital signal rate of 1.544 Mbps.

1.32 DS-3

A service carried at digital signal rate of 44.736 Mbps.

1.33 Electronic File Transfer

A system or process that utilizes an electronic format and protocol to send/receive data files.

1.34 E-911 Service

A method of routing 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed. E911 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering attendant's position. It usually includes selective routing.

1.35 Exchange Message Record (EMR)

An industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Telcordia Technologies.

1.36 Exchange Service

All basic access line services or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.

1.37 Facility

All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 46.

1.38 FCC

The Federal Communications Commission.

1.39 Generator

Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations (see reference in Article III, Section 46).

1.40 Hazardous Chemical

As defined in the U.S. Occupational Safety and Health Act (OSHA) hazard contamination standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

1.41 Hazardous Waste

As described in the Resource Conservation Recovery Act (RCRA), a solid waste(s), which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.

1.42 Imminent Danger

As described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.

1.43 Incumbent Local Exchange Carrier (ILEC)

Any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.

1.44 Indirect Network Connection

The Indirect Interconnection of the Parties' networks for exchange of Local Traffic.

1.45 Information Access Traffic

Information Access Traffic, for the purpose of this Agreement, is traffic (excluding CMRS traffic) that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Information Access Traffic is not Local

Traffic unless the traffic is between an end-user and an ISP physically located in the same UTEL Local Calling Area. The term Information Access Traffic does not include transmission of voice traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via Internet protocol.

1.46 Information Service Provider or “ISP”

A provider of Information Service, as defined in 47 U.S.C. 153(20). Information Service Provider includes, but is not limited to, Internet Service Providers.

1.47 Initial Service Order

A charge applied to each LSR of Unbundled Loops with the exception of Subsequent Service Order changes to existing CLEC accounts.

1.48 Interconnection Facility

See “Internetwork Facilities”.

1.49 Interconnection Point (IP)

The physical point on the network where the two parties interconnect. The IP is the demarcation point between ownership of the transmission facility.

1.50 Interexchange Carrier (IXC)

A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.

1.51 Internetwork Facilities

The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.

1.52 ISDN User Part (ISUP)

A part of the SS7 protocol that defines call setup messages and call takedown messages.

1.53 Line Side

Refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.

1.54 Local Access and Transport Area (LATA)

A geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.

1.55 Local Calling Area

The Local and mandatory EAS calling area, as designated in UTEL's Local Exchange tariff, in the Rate Center from which a call is originated, on file and in effect at the Commission at the time a call is placed.

1.56 Local Exchange Carrier (LEC)

Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.

1.57 Local Exchange Routing Guide (LERG)

The Telcordia Technologies reference customarily used to identify NPANXX routing and homing information, as well as network element and equipment designation.

1.58 Local Number Portability (LNP)

The ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

1.59 Local Provider

A carrier authorized to provide local telecommunications service in the State.

1.60 Local Service Request (LSR)

The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and unbundled elements for the purposes of competitive local services.

1.61 Local Traffic

Local Traffic is traffic (excluding CMRS traffic) that is originated and terminated between end users within the UTEL Local Calling Area. Local Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Local Traffic includes Information Access Traffic to the extent that the end user and the ISP are physically located in the same UTEL Local Calling Area.

1.62 Main Distribution Frame (MDF)

The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

1.63 Meet Point Billing (MPB)

Refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by the effective access tariffs.

1.64 Mid Span Fiber Meet

An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon IP.

1.65 Multiple Exchange Carrier Access Billing (MECAB)

Refers to the 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 Telcordia Technologies as Special Report SR-BDS-000983, contains the 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.

1.66 Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)

A document developed by the Ordering/Provisioning Committee under the auspices 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 MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

1.67 911 Service

A IDT telephone number that gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.68 North American Numbering Plan (NANP)

The system of telephone numbering employed in the IDT States, Canada, and Caribbean countries that employ NPA 809.

1.69 Numbering Plan Area (NPA)

Also sometimes referred to as an area code, is the three-digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A NonGeographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service that may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.70 NXX, NXX Code, Central Office Code or CO Code

The three-digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.71 Owner or Operator

As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), Operator means the person responsible for the overall (or part of the) operations of a facility.

1.72 Party/Parties

UTEL and/or IDT.

1.73 Pole Attachment

A Party's use of space on telephone poles belonging to the other Party for attachment of cables and related materials to provide services in accordance with the terms and conditions of this Agreement.

1.74 Provider

The Party providing service to the other. UTEL or IDT depending on the context and which Party is providing the service to the other Party.

1.75 Public Safety Answering Point (PSAP)

An answering location for 911 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 Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.76 Qualifying Service

A Qualifying Service is a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of incumbent local exchange carriers, including, but not limited to, local exchange service (such as "Plain Old Telephone Service"), and access service (such as DSL services and high-capacity circuits).

1.77 Rate Center

The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.78 Right-of-Way (ROW)

The right to use the land or other property of another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property

(including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.79 Routing Point

Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

1.80 Service Switching Point or Signal Switching Point (SSP)

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

1.81 Signaling Point (SP)

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

1.82 Signaling System 7 (SS7)

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

1.83 State

The State in which Services are to be provided under the Agreement.

1.84 Subsidiary

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

1.85 Subsequent Service Order

Applied to LSRs requesting a service change to an existing unbundled account (no CLEC transfer). For disconnect-only LSRs, no NRC will be applied.

1.86 Synchronous Optical Network (SONET)

Synchronous electrical (STS) or optical channel (OC) connections between LECs.

1.87 Switched Access Service

The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.

1.88 Tandem or Tandem Switch

Tandem means to connect in series. A Tandem or Tandem Switch connects one trunk to another. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

1.89 TDM Technology

Time Division Multiplexing. A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (e.g., voice, fax, dial-up Internet access) and high-capacity services like DS1 and DS3 circuits.

1.90 Telcordia Technologies

A wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

1.91 Telecommunications Services

These terms shall have the meanings ascribed to them in 47 U.S.C. §§ 153(43), 153(44), and 153(46), respectively..

1.92 Third Party Contamination

Environmental pollution that is not generated by the LEC or IDT but results from off-site activities impacting a facility.

1.93 Transit Traffic

Transit Traffic is traffic originating on IDT's network that is switched and/or transported by UTEL and delivered to a third party's network.

1.94 Trunk Side

Refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone sets.

1.95 Undefined Terms

Undefined terms may appear in this Agreement. Parties acknowledge and agree that any such terms shall be construed in accordance with UTEL's tariffs, or, if not defined therein, under customary usage in the telecommunications industry as of the effective date of this Agreement.

1.96 Wire Center

A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched.

**EXHIBIT E – IDT America, Corp. CLEC Authorization for Union Telephone
Company ILEC Territory**

Order will be filed under separate cover