

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

**Dated as of March 8, 1999**

**by and between**

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,  
d/b/a  
BELL ATLANTIC – NEW HAMPSHIRE**

**and**

**SPRINT COMMUNICATIONS COMPANY L.P.**

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

This Interconnection Agreement (this “Agreement”), under Sections 251 and 252 of the Telecommunications Act of 1996 (the “Act”), is effective as of the 8th day of March, 1999 (the “Effective Date”), by and between New England Telephone and Telegraph Company, d/b/a Bell Atlantic – New Hampshire (“BA”), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts, and Sprint Communications Company L.P., (“Sprint”) a Delaware Limited Partnership with offices at 8140 Ward Parkway, Kansas, Missouri 64114 (each a “Party” and, collectively, the “Parties”).

WHEREAS, Sprint has requested that BA make available to Sprint Interconnection, service and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement (and amendments thereto) between Freedom Ring Communications, LLC and BA, dated as of August 15, 1996 for New Hampshire, approved by the Public Utilities Commission (“Commission”) under Section 252 of the Act (the “Separate Agreement”) and attached as Appendix 1 hereto; and

WHEREAS, BA has undertaken to make such terms and conditions available to Sprint hereby only because and, to the extent required by, Section 252(i) of the Act.

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, Sprint and BA hereby agree as follows:

### **1.0 Incorporation of Appendices by Reference**

1.1 Except as expressly stated herein, the terms and conditions of the Separate Agreement (as set forth in Appendix 1 hereto), as it is in effect on the date hereof after giving effect to operation of law, and of the other Appendices hereto are incorporated by reference in their entirety herein and form an integral part of this Agreement.

1.2 References in Appendix 1 hereto to Freedom Ring Communications LLC or to Freedom Ring shall for purposes of this Agreement be deemed to refer to Sprint.

1.3 References in Appendix 1 hereto to the “Effective Date”, the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of Appendix 1 hereto, this Agreement shall continue in effect until the Separate Agreement expires or is otherwise terminated.

1.4 The Joint Network Configuration and Grooming Plan referred to in Section 8.1 of Appendix 1 hereto shall be developed upon the request of either Party within a reasonable amount of time after receipt of such request.

1.5 Notices to Sprint under Section 29.12 of Appendix 1 hereto shall be sent to the following address:

SPRINT:

Director of Local Market Development – Bell Atlantic Region  
Sprint Communications Company L.P.  
7301 College Blvd.  
Overland Park, KS 66210  
Telecopier: (913) 534-6817

With a copy to:

Director of State Regulatory – East  
Sprint Communications Company L.P.  
1850 M Street, N.W., Suite 1110  
Washington, D.C. 20036  
Telecopier: (202) 828-7403

1.6 Notices to BA under Section 29.12 of Appendix 1 hereto shall be sent to the following address:

President - Telecom Industry Services  
Bell Atlantic Corporation  
1095 Avenue of the Americas  
40<sup>th</sup> Floor  
New York, New York 10036  
Facsimile: (212) 597-2585

with a copy to:

Bell Atlantic Network Services, Inc.  
Attn: Jack H. White,  
Associate General Counsel  
1320 N. Court House Road, 8<sup>th</sup> Floor  
Arlington, Virginia 22201  
Telephone: (703) 974-1368  
Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic Corporation  
Attn: Victor Del Vecchio  
General Counsel

Room 1403  
185 Franklin Street  
Boston, Massachusetts 02110

1.7 Schedule 4.0 set forth at Appendix 2 hereto shall replace and supersede in its entirety Schedule 4.0 of Appendix 1

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 8<sup>th</sup> day of March, 1999.

SPRINT COMMUNICATIONS COMPANY L.P. BELL ATLANTIC- NEW HAMPSHIRE

By: W. Richard Morris

Printed: W. Richard Morris  
Vice President External Affairs  
Title: Local Markets

By: Jeffrey A. Masoner

Printed: Jeffrey A. Masoner  
Title: Vice-President - Interconnection Services  
Policy & Planning

# Appendix 1

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

**Dated as of August 15, 1996**

**by and between**

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY**

**and**

**FREEDOM RING COMMUNICATIONS, L.L.C.**

**FOR NEW HAMPSHIRE**

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

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the 15th day of August, 1996 (the "Effective Date"), by and between Freedom Ring Communications, L.L.C ("FREEDOM RING") a Maine company with offices at P.O. Box 48, Bar Mills, ME 04004-0048 and New England Telephone and Telegraph Company d/b/a, NYNEX ("NYNEX" or "NET"), a New York corporation with offices at 125 High Street, Boston, Mass. 02110.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective Customers.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

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, FREEDOM RING and NYNEX hereby agree as follows:

### **1.0 DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Schedule 1.0. Schedule 1.0 sets forth the definitions of such terms as of the date specified on such Schedule and neither Schedule 1.0 nor any revision, amendment or supplement thereof intended to reflect any revised or subsequent interpretation of any term that is set forth in the Act is intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 153(R)), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a state regulatory agency within its state of jurisdiction.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes as specified in ANSI standards T1.413-1995-007R2.

1.3 "Affiliate" is As Defined in the Act.

1.4 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the PUC.

1.5 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the PUC.

1.6 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling Party.

1.7 "Busy Line Verification/Busy Line Verification Interrupt Traffic" or "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

1.8 "Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the calling Party.

1.9 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate Customer station Links for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.10 "CCS" means one hundred (100) call seconds.

1.11 "CLASS Features" means certain CCIS-based features available to Customers including, but **not limited to**: Automatic Call Back; Call Trace; Caller Identification; Call Return and future CCIS-based offerings.

1.12 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to the occupied structure or portion thereof in which such Housing Party has the exclusive right of occupancy. Collocation will be "physical," unless physical collocation is not practical for technical reasons or because of space/limitations, in which case virtual collocation will be provided, subject to PUC approval. In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises.

1.13 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

1.14 "Cross Connection" means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.15 "Customer" means a third-Party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

1.16 Commission means the New Hampshire Public Utilities Commission ("PUC").

1.17 "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to select a provider and make local calls without dialing extra digits. "Toll Dialing Parity" means the ability of Telephone Exchange Service Customers of a LEC to place toll calls (inter or intraLATA) which are routed to a toll carrier (intraLATA or InterLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay.

1.18 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.19 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.20 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.21 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.22 "Direct Customer Access Service" or "DCAS" is an electronic interface system provided by NYNEX to facilitate the ordering, provisioning and maintenance of various interconnection arrangements.

1.23 "Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable,

non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.24 "Exchange Access" is As Defined in the Act.

1.25 "FCC" means the Federal Communications Commission.

1.26 "Fiber-Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.27 "High-Bit Rate Digital Subscriber Line" or "HDSL" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octel ("3B0").

1.28 "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform.

1.29 "Integrated Digital Loop Carrier" means a subscriber loop carrier system which integrates within the switch, at a DS1 level, twenty-four (24) local Link transmission paths combined into a 1.544 Mbps digital signal.

1.30 "Interconnection" is As Described in the Act and refers to the connection of a network, equipment, or facilities, of one carrier with the network, equipment, or facilities of another for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

1.31 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, InterLATA or intraLATA Telephone Toll Services.

1.32 "Interim Telecommunications Number Portability" or "INP" is As Described in the Act.

1.33 "InterLATA Service" is As Defined in the Act.

1.34 "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

1.35 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

1.36 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.37 "Local Traffic" means a call which is originated and terminated within a local service area as defined in NHPUC No.77 Tariff, Part A, Section 6. IntraLATA calls originated on a 1+ presubscription basis when available or a casual dialed (10XXX/101XXXX) basis are not considered local traffic.

1.38 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.39 "Local Link Transmission" or "Link" means the entire transmission path which extends from the network interface/demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Links are defined by the electrical interface rather than the type of facility used.

1.40 "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.41 "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Link used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

1.42 "Meet-Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

1.43 "Network Element" is As Defined in the Act.

1.44 "Network Element Bona Fide Request" means the process described in Exhibit A that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

1.45 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.46 "Number Portability" is As Defined in the Act.

1.47 "NXX" means the three-digit code which appears as the first three digits of a seven digit telephone number.

1.48 "Party" means either NYNEX or FREEDOM RING, and "Parties" means NYNEX and FREEDOM RING.

1.49 "Port" means a termination on a Central Office Switch that permits Customers to send or receive Telecommunications over the public switched network, but does not include switch features or switching functionality.

1.50 "POT Bay" or "Point of Termination Bay" means the intermediate distributing frame system which serves as the point of demarcation for collocated interconnection.

1.51 "Rate Center" means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center. Rate Centers will be identical for each Party until such time as FREEDOM RING is permitted by an appropriate regulatory body or elects to create its own Rate Centers within an area.

1.52 "Reciprocal Compensation" is As Described in the Act.

1.53 "Route Indexing" means the provision of Interim Number Portability through the use of direct trunks provisioned between end offices of NYNEX and FREEDOM RING over which inbound traffic to a ported number will be routed.

1.54 "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bell Communications Research, Inc. ("Bellcore") Practice BR 795-100-100 (the "Bellcore Practice"), the Routing Point (referred to as the "Rating Point" in such Bellcore Practice) may be an End Office Switch location or a "LEC Consortium Point of Interconnection." Pursuant to such Bellcore Practice, each "LEC Consortium Point of Interconnection" shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

1.55 "Service Control Point" or "SCP" means a component of the signaling network that acts as a database to provide information to another component of the signaling network (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

1.56 "Signaling Transfer Point" or "STP" means a component of the signaling network that performs message routing functions and provides information for the routing of messages

between signaling network components. An STP transmits, receives and processes CCIS messages.

1.57 "Single Bill/Multiple Tariff" shall mean that one bill is rendered to the IXC from all LECs who are jointly providing access service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one billing account number using each Party's appropriate access tariffs. The bill could be rendered by or on behalf of, either of the Parties.

1.58 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.

1.59 "Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base transmission rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate.

1.60 "Technically Feasible Point" is As Described in the Act.

1.61 "Telecommunications" is As Defined in the Act.

1.62 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.63 "Telecommunications Carrier" is As Defined in the Act.

1.64 "Telecommunications Service" is As Defined in the Act.

1.65 "Telephone Exchange Service" is As Defined in the Act.

1.66 "Telephone Toll Service" is As Defined in the Act.

1.69 "Wire Center" means an occupied structure or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Exchange Access Service.

## **2.0 INTERPRETATION AND CONSTRUCTION**

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms defined in Schedule 1.0 are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this

Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including NYNEX or other third Party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, convenience of reference only and is not intended to be a part of or to affect the meaning or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

### **3.0 SCOPE**

The Parties stipulate and agree that the terms of this Agreement, if fully and completely met by NYNEX, will satisfy the obligation of NYNEX to provide Interconnection under Section 251 of the Act, and the requirements of the Competitive Checklist, under section 271 of the Act. FREEDOM RING represents that it intends to be a provider of telephone exchange service to residential and business subscribers offered exclusively over its own telephone exchange service facilities or predominantly over its own telephone exchange service facilities or in combination with the resale of the telecommunications services of other carriers.

### **4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)**

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown for the state of New Hampshire on Schedule 4.0. Schedule 4.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties.

#### **4.1 Scope**

Section 4.0 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service Traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Sections 5.0 and 6.0 prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical connections described in this Section 4.0 related to the transmission and routing of Telephone Exchange Service Traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

#### **4.2 Physical Architecture**

FREEDOM RING and NYNEX shall jointly engineer, plan and operate a diverse transmission system by which they shall interconnect their networks pursuant to the joint network configuration and grooming plan ("Joint Grooming Plan"). Each Party agrees that state-of-the-art technology is preferred to be used for interconnection and therefore, except as provided for in Section 4.3, the initial design shall utilize current Synchronous Optical Network ("SONET") Technology and other:

4.2.1 The Parties shall establish physical interconnection points at the locations designated in Schedule 4.0. Interconnection points on FREEDOM RING's network shall be designated as FREEDOM RING Interconnection Points ("F-IP"); interconnection points on the NYNEX network shall be designated as NYNEX Interconnection Points ("N-IP"). The Parties may by mutual agreement establish additional interconnection points at any technically feasible points consistent with Act.

4.2.2 Unless otherwise mutually agreed, the SONET transmission system in each LATA shall be configured as defined in Schedule 4.0 and pursuant to the Joint Grooming Plan. Each Party shall be responsible for procuring, installing and maintaining the agreed-upon Optical Line Terminating Multiplexor ("OLTM") equipment, fiber optic facilities and other equipment as agreed pursuant to the Joint Grooming Plan, as illustrated in that Schedule.

4.2.3 Unless otherwise mutually agreed, the physical interface of FREEDOM RING's and NYNEX's facilities necessary to effect the SONET transmission system shall be at the optical level via a Fiber Meet or other comparable means.

#### 4.3 Initial Interim Architecture

4.3.1 Both Parties agree to allow interim alternatives to the architecture described in Section 4.2, utilizing electrical hand-offs, provided the Parties mutually develop and agree on a plan to fully transition to an arrangement reflective of Section 4.2 in that LATA within one hundred and eighty (180) days following the Activation Date listed for that LATA in Schedule 4.0.

#### 4.4 Technical Specifications

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

4.4.2 FREEDOM RING and NYNEX shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

4.4.3 The publication "Bellcore Technical Publication TR-INS-000342; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations" describes the practices, procedures, specifications and interfaces generally utilized by NYNEX and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities related to Electrical/Optical Interfaces.

### **5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)**

## 5.1 Scope of Traffic

Section 5.0 prescribes parameters for trunk groups (the "Traffic Exchange Trunks") to be effected over the Interconnections specified in Section 4.0 for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers and where such traffic is not presubscribed for carriage by a third Party carrier nor carried by a third Party carrier as casual dialed (10XXX and 101XXXX) traffic.

## 5.2 Switching System Hierarchy

5.2.1 For purposes of this Section 5.0, each of the following Central Office Switches shall be designated as a "Primary Switch":

- (a) Each Access Tandem NYNEX operates in the LATA;
- (b) The initial switch FREEDOM RING employs to provide Telephone Exchange Service in the LATA;
- (c) Any Access Tandem FREEDOM RING may establish for provision of Exchange Access in the LATA; and
- (d) Any additional switch FREEDOM RING may subsequently employ to provide Telephone Exchange Service in the LATA which FREEDOM RING may at its sole option designate as a Primary Switch; provided that the total number of FREEDOM RING Primary Switches for a LATA may not exceed the total number of NYNEX Primary Switches for that LATA. To the extent FREEDOM RING chooses to designate any additional switch as a Primary Switch, it shall provide notice to NYNEX of such designation at least ninety (90) days in advance of the date on which FREEDOM RING activates such switch as a Primary Switch.
- (e) Any additional tandem switch NYNEX may subsequently employ to provide access and/or sector traffic capacity within a LATA. Traffic destined to sub-tending Secondary Switches routed via such a tandem(s) would be determined by network requirements and notice made available to all LECs at least 180 days prior to service introduction.

5.2.2 Each Central Office Switch operated by the Parties which is not designated as a Primary Switch pursuant to Section 5.2.1 shall be designated as a "Secondary Switch".

5.2.3 For purposes of FREEDOM RING routing traffic to NYNEX, sub-tending arrangements between NYNEX Primary Switches and NYNEX Secondary Switches shall be the same as the Access Tandem/End Office sub-tending arrangements which NYNEX maintains for

those switches. For purposes of NYNEX routing traffic to FREEDOM RING, subtending arrangements between FREEDOM RING Primary Switches and FREEDOM RING Secondary Switches shall be the same as the Access Tandem/End Office sub-tending arrangements which FREEDOM RING maintains for those switches.

### 5.3 Trunk Group Architecture and Traffic Routing

The Parties shall jointly engineer and configure Traffic Exchange Trunks over the physical Interconnection arrangements for the transport and termination of Telephone Exchange Service Traffic, as follows:

5.3.1 The Parties shall initially configure a separate two-way trunk group as a direct transmission path between each FREEDOM RING Primary Switch and each NYNEX Primary Switch.

5.3.2 Notwithstanding anything to the contrary in this Section 5.0, if the two-way traffic volumes between any two Central Office Switches (whether Primary-Primary, Primary-Secondary or Secondary-Secondary) at any time exceeds the CCS busy hour equivalent of one DS-1, the Parties shall within sixty (60) days after such occurrence add trunks or establish new direct trunk groups consistent with the grades of service and quality parameters set forth in the Joint Grooming Plan

### 5.4 Signaling

5.4.1 Where available, CCIS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCIS signaling is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party shall charge the other Party equal and reciprocal rates for CCIS signaling in accordance with applicable tariffs. During the term of this Agreement neither Party shall charge the other Party additional usage-sensitive rates for SS7 queries made for Local Traffic.

5.4.2 The publication "Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling" describes the practices, procedures and specifications generally utilized by NYNEX for signaling purposes and is referenced herein to assist the Parties in meeting their **respective** Interconnection responsibilities related to signaling.

5.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including, calling Party number (CPN), originating line information (OLI), calling Party category and charge number.

5.4.4 Upon request, each Party shall provide trunk groups where available that are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

#### 5.5 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming Plan.

#### 5.6 Measurement and Billing

5.6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local/IntraLATA Trunks Trunks; provided that so long as the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of calls exchanged with CPN information.

5.6.2 Measurement of billing minutes (except for originating 800/888 calls) shall be in actual conversation seconds. Measurement of billing minutes for originating 800/888 calls shall be in accordance with applicable tariffs.

5.6.3 Where CPN is not available in a LATA for greater than ten percent (10%) of the traffic, the Party sending the traffic shall provide factors to determine the jurisdiction, as well as local vs. toll distinction, of the traffic. Such factors shall be supported by call record details that will be made available for review upon request. Where Parties are passing CPN but the receiving Party is not properly receiving or recording the information, the Parties shall cooperatively work to correctly identify the traffic, and establish a mutually agreeable mechanism that will prevent improperly rated traffic. Notwithstanding this, if any improperly rated traffic occurs, the Parties agree to reconcile it.

#### 5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5).

5.7.1 Reciprocal Compensation only applies to the transport and termination of Local Traffic **billable** by NYNEX or FREEDOM RING which a Telephone Exchange Service Customer **originates** on NYNEX's or FREEDOM RING's network for termination on the other Party's network except as provided in Section 5.7.6 below.

5.7.2 The Parties shall compensate each other for transport and termination of Local Traffic in an equal and symmetrical manner at the rate provided in the Pricing Schedule. This rate is to be applied at the F-IP for traffic delivered by NYNEX, and at the N-IP for traffic delivered by FREEDOM RING. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the F-IP or the N-IP. When Local Traffic is terminated over the same trunks as IntraLATA or InterLATA Toll, any port or transport or other applicable access charges related to the toll traffic shall be prorated to be applied only to the toll traffic.

5.7.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service or to any other IntraLATA calls originated on a third Party carrier's network on a 1+ presubscribed basis or a casual dialed (10XXX or 101XXXX) basis. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

5.7.4 Each Party shall charge the other Party its effective applicable tariffed intraLATA switched access rates for the transport and termination of all IntraLATA Toll Traffic.

5.7.5 The rates for termination of Local Traffic are set forth in the Pricing Schedule which is incorporated by reference herein.

5.7.6 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 13.0 shall be as specified in Section 13.6.

5.7.7 When either Party delivers seven (7) or ten (10) digit translated intraLATA 800/888 service to the other Party for termination, the originating Party shall provide the terminating Party with billing records in industry standard format (EMR) if required by the terminating Party. The originating Party may bill the terminating Party for the delivery of the traffic at local reciprocal compensation rates. The terminating Party may not bill the originating Party reciprocal compensation under this Agreement. The Party that is providing the 800/888 service shall pay the database inquiry charge per the Pricing Schedule to the Party that performed the database inquiry.

## 5.8 Municipal Calling Service

The Parties shall work cooperatively to facilitate each Party's public service obligations to provide its end user customers with toll free municipal calling service ("MCS"). Such cooperation shall include the sharing of certain account and toll free municipal ("TFM") codes on a daily or other mutually agreeable basis and working with other industry participants to satisfactorily resolve MCS related measurement and billing issues associated with implementation of IntraLATA presubscription.

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

### 6.1 Scope of Traffic

Section 6.0 prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between FREEDOM RING Telephone Exchange Service Customers and Interexchange Carriers ("IXCs").

## 6.2 Trunk Group Architecture and Traffic Routing

6.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to FREEDOM RING's Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow FREEDOM RING's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an NYNEX Access Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch FREEDOM RING utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an Access Tandem Switch NYNEX utilizes to provide Exchange Access in such LATA.

## 6.3 Meet-Point Billing Arrangements

6.3.1 Meet-Point Billing arrangements between the Parties for jointly-provided Switched Exchange Access Services on Access Toll Connecting Trunks will be governed by this Section 6.3. The Parties prefer to reach agreement on a single bill / multiple tariff arrangement, using a third Party vendor. Should such an agreement not occur, the Parties will use the multiple bill / multiple tariff approach described in MECAB / MECOD guidelines.

6.3.2 In instances where FREEDOM RING provides end office switching, FREEDOM RING will bill and retain all charges in its state and federal access tariffs, as applicable, except for those rate elements billed and retained by NYNEX, as follows: NYNEX will bill for tandem switching, entrance facility, direct-trunked transport (if applicable), the NYNEX percentage of transport facility (computed using the formula set forth in Section 6.3.6), and 50% of the transport termination. The requested call record (in industry standard EMR format) will be provided by the other Party to the requesting Party or to the third Party vendor at no cost.

6.3.3 For Meet-Point billing, FREEDOM RING's End Office switch (i.e., Routing Point) shall subtend the NYNEX Access Tandem nearest to such Routing Point, as measured in airline miles utilizing the V&H coordinate method. Alternative configurations will be discussed as part of the Joint Grooming Plan.

6.3.4 Nothing in this section changes or otherwise modifies NYNEX's provision of switched carrier access pursuant to its applicable tariffs. These arrangements shall apply only when FREEDOM RING or NYNEX provide jointly provided switched carrier access services to interexchange carriers ("IXCs") for origination or termination of calls between an IXC and either Parties' Customers.

6.3.5 The provision of Section 6.3.2 is contingent upon Switched Exchange Access Service charges as they exist as of the time of execution of this Agreement. The Parties recognize that the FCC and the PUC may change, revise or otherwise modify Switched Access Exchange Service.

6.3.6 Intercompany transport facility (distance sensitive) access charges subject to tariffed rates shall be billed to interexchange carriers utilizing billing percentages (totaling 100%) which are in the ratio of airline miles (for each Party) from the physical point of connection between the facilities of the Parties to the location (for each Party) from which the measurement of total distance (mileage) for that transport is made.

## **7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC**

### **7.1 Information Services Traffic**

7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network. FREEDOM RING and NYNEX will jointly establish a dedicated trunk group to the NYNEX information services switch. This trunk group will be utilized to allow FREEDOM RING to route information service traffic originated on its network to NYNEX, and to allow FREEDOM RING to receive traffic from NYNEX for a trial of interim number portability arrangements related to information services traffic.

7.1.2 The Party ("Originating Party") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("Terminating Party") to whose information platform the Information Services Traffic terminated.

7.1.3 The Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape or other means as available all necessary information to bill the Information Services Traffic to the Originating Party's Customers pursuant to the Terminating Party's agreements with each information provider. Information shall be provided in as timely a fashion as **practical** in order to facilitate record review and reflect actual prices set by the individual information providers.

7.1.4 For fixed price services, the Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

- (a) The Information Services Billing and Collection fee set forth on the Pricing Schedule; and
- (b) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. However, if the information provider disputes such adjustments and refuses to accept such adjustments, the Originating Party shall reimburse the Terminating Party for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic.

7.1.6 The Parties will establish separate arrangements for the billing and compensation of variable-rated information services.

## 7.2 Tandem Transient Service ("Transit Service")

7.2.1 "Transit Service" means the delivery of certain traffic between FREEDOM RING and a LEC by NYNEX over the Local/IntraLATA/InterLATA Trunks. The following traffic types will be delivered: (i) Local Traffic or IntraLATA Toll Traffic originated from FREEDOM RING to such LEC and (ii) Local Traffic or IntraLATA Toll Traffic originated from such LEC and terminated to FREEDOM RING where NYNEX carries such traffic pursuant to the PUC's primary toll carrier plan or other similar plan.

7.2.2 Subject to Section 7.2.4, the Parties shall compensate each other for Transit Service as follows:

- (a) FREEDOM RING shall pay NYNEX for Local Traffic FREEDOM RING originated over the Transit Service at the rate specified in Pricing Schedule plus any additional charges or costs such terminating LEC imposes or levies on NYNEX for the delivery or termination of such traffic, including any switched access charges; and InterLATA or IntraLATA Toll Traffic.
- (b) NYNEX shall pay FREEDOM RING for Local, InterLATA, or IntraLATA Toll Traffic terminated to FREEDOM RING from such LEC at the appropriate reciprocal compensation rates described in Section 5.7, InterLATA access rates, or (where NYNEX delivers such traffic pursuant to the PUC's primary toll carrier plan or other similar plan) at FREEDOM RING's applicable switched access rates or local termination rate, whichever is appropriate.

7.2.3 While the Parties agree that it is the responsibility of a LEC to enter into arrangements to deliver Local Traffic to FREEDOM RING, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such LEC to deliver Local Traffic to FREEDOM RING or (ii) one-hundred and eighty (180) days after the Interconnection Activation Date, NYNEX will deliver and

FREEDOM RING will terminate Local Traffic originated from such LEC without charge to one another.

7.2.4 NYNEX expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those services supported by NYNEX as noted in Section 1.12 and billing functions. In all cases, FREEDOM RING is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both NYNEX and the terminating LEC to facilitate the billing process to the originating network.

7.2.5 For purposes of this Section 7.2, NYNEX agrees that it shall make available to FREEDOM RING, at FREEDOM RING's sole option, any transiting arrangement NYNEX offers to another LEC at the same rates, terms and conditions provided to such other LEC.

### 7.3 Dedicated Transit Service

7.3.1 "Dedicated Transit Service" provides for the dedicated connection between a FREEDOM RING collocation arrangement established pursuant to applicable tariffs and/or license agreements at a NYNEX premise and a collocation arrangement of a third Party carrier that maintains a collocation arrangement at the same premises. Dedicated Transit Service shall be provided using a cross-connection (dedicated connection) using suitable NYNEX-provided cable or transmission facilities or any other mutually agreed upon arrangement.

7.3.2 The carrier that requests the Dedicated Transit Service shall be the customer of record for both ends of the service in terms of ordering, provisioning, maintenance, and billing. Alternative arrangements may be utilized if agreed upon by all three Parties.

### 7.4 E911 Arrangement

7.4.1 FREEDOM RING will interconnect at the meet point designated in Schedule 4.0 for the provision of E911 services and for access to all sub-tending Public Safety Answering Points ("PSAPs").

7.4.2 Path and route diverse interconnections for E911 shall be made at the Concord and Manchester tandems. FREEDOM RING shall provision, install and maintain four trunks from each End Office(s) or Host End Office(s) to the meet point between NYNEX and FREEDOM RING. Two trunks shall be routed to the primary E911 tandem in Concord and two trunks shall be routed to the secondary E911 tandem in Manchester for a total of four trunks from each End Office or Host End Office. FREEDOM RING agrees to route all 911 calls received by its exchanges to the E911 network in accordance with the following routing option: first attempt, the primary high usage trunk group to the Concord E911 tandem; second attempt, the intermediate high usage trunks to the Manchester E911 tandem; third and final attempt, if

technically feasible, to a predetermined local 7-digit emergency number as specified by the New Hampshire Bureau of Emergency Communications (“NHBECC”).

7.4.3 NYNEX will provide FREEDOM RING with an electronic interface through which FREEDOM RING shall input and provide a daily update of E911 database information related to appropriate FREEDOM RING customers. NYNEX will provide FREEDOM RING with the Master Street Address Guide (MSAG) so that FREEDOM RING can ensure the accuracy of the data transfer. Additionally, NYNEX shall assist FREEDOM RING in identifying the appropriate person in each municipality for the purpose of obtaining the ten-digit Subscriber number of each PSAP.

7.4.4 FREEDOM RING will comply with all applicable rules and regulations pertaining to the provision of E911 services in the State of New Hampshire.

7.4.5 FREEDOM RING shall input E911 database information using NYNEX PSALI to exchange data. NYNEX shall identify and make available electronically all telephone records processed with errors by 8:00 AM of the next business day to FREEDOM RING in a file format for correction by FREEDOM RING by the next business day. Error-free telephone numbers shall follow the same Tandem updating process as NYNEX records.

7.4.6 NYNEX agrees to provide FREEDOM RING at no cost, access to print capability with respect to such E911 data base information on a monthly basis.

7.4.7 The Parties recognize that the connection of FREEDOM RING’s network to the State E911 system (and of new entrant local exchange carrier networks in general) will cause Freedom Ring (and other new entrants) and NYNEX, as the State’s E911 Service provider, to incur certain recurring and non-recurring costs that may not have been contemplated when the State solicited bids and subsequently awarded the E911 contract. Consequently, at this time neither FREEDOM RING nor NYNEX have a fair or viable means to recoup these new costs. Accordingly, the Parties agree to petition the NHBECC and/or the PUC as appropriate to address cost recovery and other related issues associated with the network provisioning, installation, and maintenance of E911 trunks and with the input of customer records into the E911 database. Until such time as the state determines and funds a cost recovery mechanism to reimburse FREEDOM RING and NYNEX for the costs of maintaining new/additional E911 facilities, the Parties agree to provision, install and maintain the trunking arrangements described in Section 7.4.2. NYNEX and FREEDOM RING agree that this is not a general offering by either Party, rather it is intended to enable NYNEX and FREEDOM RING to use their best efforts to facilitate the prompt, robust, reliable and efficient interconnection of FREEDOM RING systems to the E911 platforms. NYNEX and FREEDOM RING reasonably expect to be reimbursed for the costs of this interim arrangement.

7.4.8 Neither FREEDOM RING nor NYNEX shall in any way be liable for any error or omission in the E911 data base information which occurs as a result of any act, error or omission of municipalities.

7.4.9 FREEDOM RING shall not be liable for any error or omission in the E911 data base information beyond the amount paid to FREEDOM RING by NYNEX for the omitted or incorrect information. FREEDOM RING shall not be liable for any error, mistake, omission, interruption, failure, delay, or defect in the installation or maintenance of the trunks beyond the amount paid to FREEDOM RING by NYNEX for the defective installation or maintenance of the trunk or trunks. FREEDOM RING shall not be liable for any error, mistake, omission, interruption, failure, delay, or defect in FREEDOM RING's routing of 911 calls to the E911 network beyond the amount paid to FREEDOM RING by NYNEX for the defective routing.

7.4.10 Neither FREEDOM RING nor NYNEX shall in any way be liable for any special, exemplary, punitive, enhanced compensatory, incidental, indirect or consequential loss or damage, and such damages are hereby expressly excluded.

7.4.11 In accordance with New Hampshire RSA 508:12 a, III, FREEDOM RING, its shareholders, officers, and agents, shall not be liable in any suit for civil damages when FREEDOM RING in good faith and without willful or wanton negligence receives, develops, collects or processes information for the E911 data base, relays or transfers E911 services or provides emergency telephone communications for ambulance, police and fire departments.

7.4.12 In accordance with New Hampshire RSA 508:12 a, III, NYNEX, its shareholders, officers, and agents, shall not be liable in any suit for civil damages when NYNEX in good faith and without willful or wanton negligence receives, develops, collects or processes information for the E911 data base, relays or transfers E911 services or provides emergency telephone communications for ambulance, police and fire departments

7.4.13 Each Party agrees to use the E911 data base information supplied by the other Party only for the provision of E911 services. Both Parties further agree that each Party shall maintain the confidentiality of E911 data base information as required by applicable law.

## **8.0 JOINT NETWORK CONFIGURATION AND GROOMING PLAN; AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR.**

8.1 Joint Network Configuration and Grooming Plan. On or before March 1, 1997, FREEDOM RING and NYNEX shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia,

- (a) agreement on Physical Architecture consistent with the guidelines defined in Section 4.0;
- (b) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within NYNEX's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards;

- (c) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including but not limited to standards and procedures for notification and discoveries of trunk disconnects;
- (d) disaster recovery provision escalations; and
- (e) such other matters as the Parties may agree.

8.2 Installation, Maintenance, Testing and Repair. NYNEX's standard intervals as set forth in Schedule 8.2 attached will be utilized in connection with the establishment of all interconnection trunking arrangements between the Parties. FREEDOM RING shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection. If either Party is unable to meet the intervals specified herein, that Party shall notify the other and will negotiate additional intervals in good faith.

## **9.0 UNBUNDLED ACCESS -- SECTION 251(c)(3)**

### **9.1 Local Link Transmission Types**

Subject to Section 9.5, NYNEX shall allow FREEDOM RING to access the following Link types unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 9.

9.1.1 "2-Wire Analog Voice Grade Links" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat link start, link reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Links sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines.

9.1.2 "4-Wire Analog Voice Grade Links" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.

9.1.3 "2-Wire ISDN Digital Grade Links" or "BRI ISDN" which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Link which will meet national ISDN standards and conform to ANSI T1.601-1992 & T1E1.4 90-004R3.

### **9.2 ADSL and HDSL**

The Parties acknowledge that ADSL is not currently deployed for use in the NYNEX network. NYNEX is conducting a technical trial that is due to be completed by the end of the first quarter 1997 testing ADSL technology. NYNEX will share its interim findings and conclusion and consult with FREEDOM RING regarding the issues related to deploying ADSL

in NYNEX's network. If the issues surrounding deployment of ADSL in NYNEX's network are satisfactorily resolved and ADSL is deployed, NYNEX shall allow FREEDOM RING to access ADSL Links unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 9.0.

9.2.1 "2-Wire ADSL-Compatible Link" or "ADSL 2W" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 Kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the NYNEX Central Office frame. ADSL technology can only be deployed over Links which extend less than 18 Kft. from NYNEX's Central Office. ADSL compatible Links are only available where existing copper facilities can meet the ANSI T1.413-1995-007R2 specifications.

9.2.2 "2-Wire HDSL-Compatible Link" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 Kbps digital signal over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28 / T1E1.4/92-002R3. HDSL compatible Links are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

9.2.3 "4-Wire HDSL-Compatible Link" or "HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Links are available only where existing copper facilities can meet the specifications.

9.2.4 Links will be offered on the terms and conditions specified herein and on such other terms in applicable tariffs that are not inconsistent with the terms and conditions set forth herein. NYNEX shall make Links available to FREEDOM RING at the rates specified by the Commission, as amended from time to time, subject to the provisions of Section 9.9.

### 9.3 Port Types

NYNEX shall make available to FREEDOM RING unbundled Ports in accordance with the terms and conditions of and at the rates specified in the Pricing Schedule.

### 9.4 Private Lines, Special Access and Switched Transport

NYNEX shall provide unbundled private lines, special access and switched local transport from the trunk side of its switches in accordance with the terms and conditions of and at the rates specified in applicable tariffs. NYNEX will file an amendment with the PUC to unbundle local transport in its intrastate switched access tariff within one hundred and twenty (120) days of this Agreement being effective.

## 9.5 Limitations on Unbundled Access

9.5.1 FREEDOM RING may not cross-connect a NYNEX-provided Link to a NYNEX- provided Port but instead shall purchase a network access line under applicable tariffs.

9.5.2 NYNEX shall only be required to provide Links and Ports where such Links and Ports are available.

9.5.3 FREEDOM RING shall access NYNEX's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Section 12 at the NYNEX Wire Center where those elements exist and each Link or Port shall be delivered to FREEDOM RING's Collocation node by means of a Cross Connection which in the case of Links, is included in the rates set forth in the Pricing Schedule.

9.5.4 NYNEX shall provide FREEDOM RING access to its unbundled Links at each of NYNEX's Wire Centers. In addition, if FREEDOM RING requests one or more Links serviced by Integrated Digital Link Carrier or Remote Switching technology deployed as a Link concentrator, NYNEX shall, where available, move the requested Link(s) to a spare, existing physical Link at no charge to FREEDOM RING. If, however, no spare physical Link is available, NYNEX shall within three (3) Business days of FREEDOM RING's request notify FREEDOM RING of the lack of available facilities. FREEDOM RING may then at its discretion make a Network Element Bona Fide Request to NYNEX to provide the unbundled Link through the demultiplexing of the integrated digitized Link(s). FREEDOM RING may also make a Network Element Bona Fide Request for access to unbundled Links at the Link concentration site point. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 9.7 and the Performance Interval Dates and Performance Criteria set forth in Section 27.0 shall not apply to unbundled Links provided under this Section 9.5.4.

9.5.5 If FREEDOM RING orders a Link type and the distance requested on such Link exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges shall apply as set forth on the Pricing Schedule.

Link Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

## 9.6 Availability of Other Network Elements on an Unbundled Basis

9.6.1 NYNEX shall, upon request of FREEDOM RING, at any technically feasible point provide to FREEDOM RING access to its Network Elements on an unbundled basis for the provision of FREEDOM RING Telecommunications Service. Any request by FREEDOM RING for access to an NYNEX Network Element that is not already available shall be treated as a Network Element Bona Fide Request. FREEDOM RING shall provide NYNEX access to its Network Elements as mutually agreed by the Parties or as required by the Act, PUC or FCC.

9.6.2 A Network Element obtained by one Party from the other Party under this Section 9.6 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

9.6.3 Notwithstanding anything to the contrary in this Section 9.6, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 9.5 except as required by the Act, PUC or FCC.

#### 9.7 Provisioning of Unbundled Links

The following coordination procedures shall apply for new unbundled Links and the conversions of "live" Telephone Exchange Services to unbundled Links (herein after referred to as "hot cuts"):

9.7.1 FREEDOM RING shall request unbundled Links from NYNEX by delivering to NYNEX a valid electronic transmittal Service Order using the NYNEX electronic ordering platform (as cooperatively designed and implemented to meet the minimum requirements for information exchange needed to order and provision services to certified local exchange carriers and enhanced to support industry standards as developed for interconnection services) or another mutually agreed upon system. Within two (2) business days of NYNEX's receipt of a Service Order, NYNEX shall provide FREEDOM RING the firm order commitment ("FOC") date according to the applicable Performance Interval Dates set forth in Section 27.0 by which the Link(s) covered by such Service Order will be installed.

9.7.2 NYNEX agrees to accept from FREEDOM RING at the time the service request is submitted for scheduled conversion of hot cut unbundled link orders, a desired date and time (the "Scheduled Conversion Time") in the "A.M." (12:01 A.M. to 12:00 noon) or "P.M." (12:01 P.M. to 12:00 midnight) (as applicable, the "Conversion Window") for the hot cut.

9.7.3 NYNEX shall test for FREEDOM RING dial tone at the POT bay by testing through the tie cable provisioned between the NYNEX main distributing frame and the FREEDOM RING expanded interconnection node 48 hours prior to the Scheduled Conversion Time.

9.7.4 Not less than one hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time

(the "New Conversion Time"). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If NYNEX requests the New Conversion Time, the applicable Service Order Charge shall be waived; and

If FREEDOM RING requests the New Conversion Time, FREEDOM RING shall be assessed a Service Order Charge in addition to the Service Order Charge that will be incurred for the New Conversion Time.

9.7.5 Except as otherwise agreed by the Parties for a specific conversion, such as large cutovers of ten lines or more that have negotiated intervals, the Parties agree that the time interval expected from disconnection of NYNEX's "live" Telephone Exchange Service to the connection of an unbundled Network Element at the FREEDOM RING Collocation node's POT bay will be accomplished within a window of time as detailed following: Between the effective date of this Agreement and 5/31/97 one hundred and twenty (120) minutes; between 6/1/97 and 12/31/97 ninety (90) minutes; from 1/1/98 through the end of this agreement sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by NYNEX (and not by a contributing Delaying Event (as defined in Section 27.4)), NYNEX shall waive the applicable tariffed Service Order Charge for such element. If FREEDOM RING has ordered INP with the installation of a Link, NYNEX will coordinate the implementation of INP with the Link conversion during with the above stated intervals at no additional charge.

9.7.6 If FREEDOM RING requests or approves a NYNEX technician to perform services in excess of or not otherwise contemplated by the Service Order charge NYNEX may charge FREEDOM RING for any additional and reasonable labor charges to perform such services.

9.7.7 If as the result of end user actions, (e.g., Customer not ready [CNR]), NYNEX cannot complete requested work activity when a technician has been dispatched to the site FREEDOM RING will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the Service Order Charge as specified in Section 9.7.8 and Premises Visit Charge as specified in NHPUC- No. 77, Part M, Section 1.3.1.

9.7.8 Until such time as the Commission approves a non-recurring unbundled network element Service Order Charge(s), an interim non-recurring Service Order charge shall be assessed on a per link (or other unbundled network element) basis. The interim Service Order rate shall equal the Service and Equipment Charge to install a business network access line, as specified in NHPUC - No. 77 Part M Section 1.5.2

## 9.8 Maintenance of Unbundled Network Elements

If (i) FREEDOM RING reports to NYNEX a Customer trouble, (ii) FREEDOM RING requests a dispatch, (iii) NYNEX dispatches a technician, and (iv) such trouble was not caused by NYNEX's facilities or equipment in whole or in part, then FREEDOM RING shall pay NYNEX a trip charge of \$60.00 and \$37.50 per half hour for time associated with said dispatch beyond the first 1/2 hour. In addition this charge also applies when the end user contact as designated by FREEDOM RING is not available at the appointed time. FREEDOM RING accepts responsibility for initial trouble isolation and providing NYNEX with appropriate dispatch information based on their test results. If as the result of FREEDOM RING's instructions, NYNEX is erroneously requested to dispatch within a NYNEX Central Office or to a POT Bay ("dispatch in"), a charge of \$100.00 per occurrence will be assessed to FREEDOM RING by NYNEX.

## 9.9 True-Up of Monthly Unbundled Link Charges for New Hampshire

9.9.1 NYNEX and FREEDOM RING agree to provide for a true-up for all links (SVGALs) purchased by FREEDOM RING through the end of the initial term of this Agreement up to:

- a) the date of the Initial Link Rate Decision, as defined in Section 9.9.3; and for
- b) the date of the Final Link Rate Decision, as defined in Section 9.9.4.

9.9.2 "Current Monthly Rate" is total amount of \$23.00 per SVGAL.

9.9.2.1 Notwithstanding the foregoing paragraph 9.9.2, nothing in this Agreement shall be construed to imply that FREEDOM RING agrees that the Link charges set forth in Section 9.9.2 are reasonable or appropriate charge for unbundled Links.

9.9.3 "Initial Link Rate Decision" is any decision of the PUC establishing any interim monthly link rates which is issued subsequent to the date of the execution of this Agreement and before the expiration of the initial term of this Agreement.

9.9.4 "Final Link Rate Decision" represents any of the following which occur during the initial term of this Agreement:

- a) a decision of the PUC establishing permanent monthly link rates for New Hampshire which is issued subsequent to either the date of this Agreement or the Initial Link Rate Decision as modified by any rulings by the FCC or appeals ruled upon in any federal or state court of competent jurisdiction,
- b) any rate established through arbitration between NYNEX and a third Party for New Hampshire that is approved by a ruling of the

PUC, the FCC or any federal or state court of competent jurisdiction.

9.9.5 "Initial Link Months" represents the cumulative sum of total links in service to FREEDOM RING each month for the period beginning on the effective date of this agreement and ending at the date of the Initial Link Rate Decision. For example, if 10 links are in service each month for five (5) months, the number of Link Months would equal 50.

9.9.6 "Final Link Months" represents the cumulative sum of total links in service to FREEDOM RING each month for the period beginning on the effective date of this agreement and ending at the date of the Final Link Rate Decision.

9.9.7 "Initial Per-Link True-up" represents the difference between the Current Monthly Rate and the rate established under the Initial Link Rate Decision.

9.9.8 "Final Per-Link True-up" represents the difference between the rate established under any Initial Link Rate Decision and the Final Link Rate Decision; or the difference between the Current Monthly Rate and the Final Link Rate Decision absent any Initial Link Rate Decision.

9.9.9 "Initial True-up Amount" is the product amount calculated by multiplying Initial Link Months by the Initial Per-Link True-up.

9.9.10 "Final True-up Amount" is the product amount calculated by multiplying Link Months by the Final Per-Link True-up.

9.9.11 NYNEX agrees to pay FREEDOM RING and FREEDOM RING agrees to pay NYNEX the Initial True-up Amount as applicable within thirty (30) days of the Initial Link Rate Decision.

9.9.12 NYNEX agrees to pay FREEDOM RING and FREEDOM RING agrees to pay NYNEX the Final True-up Amount as applicable within thirty (30) days of any Final Link Decision.

9.9.13 FREEDOM RING and NYNEX will track the number of Link Months on a prospective basis up until payment of the Final True-up Amount.

9.9.14 If the PUC does not act by 3/31/97 to set Interim or Final Link Rates, NYNEX will file a tariff with the PUC prior to 5/31/97 so as to set forth a regulatory review that will lead to establishment of Final Link Rates.

## 9.10 Acknowledgments Related to Unbundled Network Elements

9.10.1 FREEDOM RING acknowledges that NYNEX's provision of unbundled links provides it with local loop transmission from the central office to the customer's premises, unbundled from local switching or other services

9.10.2 FREEDOM RING acknowledges that NYNEX's provision of unbundled switched transport provides it with local transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services.

9.10.3 FREEDOM RING acknowledges that NYNEX's provision of unbundled line-side ports and unbundled trunk-side ports makes available local switching unbundled from transport, local loop transmission and other services.

9.10.4 FREEDOM RING acknowledges that the Network Element Bona Fide Request Process established pursuant to this Agreement satisfies the requirements of the Act to provide unbundled network elements.

## **10.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1)**

### **10.1 Availability of Wholesale Rates for Resale**

NYNEX shall offer to FREEDOM RING for resale at wholesale rates on April 2, 1997, or when electronic interfaces to support resale are deployed in New Hampshire, whichever is earlier, its local exchange telecommunications services, as described in Section 251(c)(4) of the Act. NYNEX shall provide FREEDOM RING with proposed wholesale rates, together with supporting cost studies, no later than September 9, 1996. NYNEX further agrees to satisfy all reasonable requests for additional supporting details or documentation. Cost study details and other requested documentation will be provided under proprietary or trade secret protection pursuant to a signed protective agreement. The Parties agree to negotiate in good faith a final resale agreement by January 1, 1997.

### **10.2 Availability of Retail Rates for Resale**

Each Party shall make available its Telecommunications Services for resale at retail rates to the other Party in accordance with Section 251(b)(1) of the Act in accordance with each Party's applicable approved tariffs.

### **10.3 Term and Volume Discounts**

Upon request, NYNEX agrees to offer term and volume discounts for resold retail services.

## **11.0 NOTICE OF CHANGES -- SECTION 251(c)(5)**

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

## **12.0 COLLOCATION -- SECTION 251(c)(6)**

12.1 Upon request, NYNEX shall provide to FREEDOM RING Physical Collocation for its transport facilities and equipment, pursuant to the terms and conditions of NYNEX's applicable tariffs on file with the FCC (FCC Tariff No. 1) and the PUC as necessary for Interconnection (pursuant to Section 4.0) or for access to unbundled Network Elements (pursuant to Section 9.0). NYNEX may provide for Virtual Collocation if NYNEX demonstrates to the PUC that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Upon request by FREEDOM RING and to the extent technically feasible and as space permits, NYNEX shall provide collocation at additional locations for placement of such equipment and alternative physical collocation arrangements.

12.2 Although not required to do so by Section 251(c)(6) of the Act, by this Agreement, FREEDOM RING agrees to provide to NYNEX upon NYNEX's Network Element Bona Fide Request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4.0) on a non-discriminatory basis and at comparable rates, terms and conditions as FREEDOM RING may provide to other third Parties. FREEDOM RING shall provide such Collocation subject to applicable tariffs or contracts.

12.3 The Collocating Party shall provide its own or third-Party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts.

## **13.0 NUMBER PORTABILITY -- SECTION 251(b)(2)**

### **13.1 Scope**

13.1.1 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the PUC.

13.1.2 Until Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the PUC, the Parties agree to provide Interim Telecommunications Number Portability ("INP") to each other through remote call forwarding, route indexing, and full NXX code migration at the prices listed in the Pricing Schedule.

13.1.3 Once Number Portability is implemented pursuant to FCC or PUC regulation, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and

transparent conversion of INP Customer numbers to Number Portability. Upon implementation of Number Portability pursuant to FCC regulation, both Parties agree to conform and provide such Number Portability.

### 13.2 Procedures for Providing INP Through Remote Call Forwarding

FREEDOM RING and NYNEX will provide INP through Remote Call Forwarding as follows:

13.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon receipt of a signed letter of agency from the Customer (and an associated service order) assigning the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B. Party A will route the forwarded traffic to Party B over the appropriate Local/IntraLATA Trunks as if the call had originated on Party A's network.

13.2.2 Party B will become the customer of record for the original Party A telephone numbers subject to the INP arrangements. Party A shall use its reasonable efforts to consolidate into as few billing statements as possible for all collect, calling card, and 3rd-number billed calls associated with those numbers, with sub-account detail by retained number. At Party B's sole discretion, such billing statement shall be delivered to Party B in an agreed-upon format via either electronic file transfer, daily magnetic tape, or monthly magnetic tape.

13.2.3 Party A will update its Line Information Database ("LIDB") listings for retained numbers, and restrict or cancel calling cards associated with those forwarded numbers as directed by Party B.

13.2.4 Within two (2) business days of receiving notification from the Customer, Party B shall notify Party A of the Customer's termination of service with Party B, and shall further notify Party A as to that Customer's instructions regarding its telephone number(s). Party A will reinstate service to that Customer, cancel the INP arrangements for that Customer's telephone number(s), or redirect the INP arrangement to another INP-participating-LEC pursuant to the Customer's instructions at that time.

### 13.3 Procedures for Providing INP Through Route Indexing

Upon mutual agreement, NYNEX will deploy a Route Index arrangement as mutually agreed upon, which combines direct trunks, provisioned between NYNEX and FREEDOM RING's end offices, with trunk side routing translations. Under this arrangement, inbound calls to a ported number will be pointed at a route index that sends the call to a dedicated trunk group, built as a direct final, for the sole purpose of facilitating completion of calls to a ported number. NYNEX will coordinate with FREEDOM RING to provide this solution in a mutually agreeable

and administratively manageable manner (e.g., NXX level) so as to minimize switch resource utilization for both Parties.

#### 13.4 Procedures for Providing INP Through Full NXX Code Migration

Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another.

#### 13.5 Other Interim Number Portability Options

FREEDOM RING may also request Direct Inward Dial Trunks pursuant to applicable tariffs.

#### 13.6 Receipt of Terminating Compensation on Traffic to INP'ed Numbers

The Parties agree that under INP terminating compensation on calls to INP'ed numbers should be received by each Customer's chosen LEC as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this Section 13.6 whereby terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") which performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided.

13.6.1 The Parties shall individually and collectively track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are INP'ed numbers. The Receiving Party shall charge the Performing Party for each minute of INP traffic at the INP Traffic Rate specified in Section 13.6.3 in lieu of any other compensation charges for terminating such traffic.

13.6.2 By the Interconnection Activation Date, the Parties shall jointly estimate for the prospective year, based on historic data of all traffic in the LATA, the percentages of such traffic that if dialed to telephone numbers bearing NPA-NXXs directly assigned to (i) Local Traffic exchanged between the Parties ("Local Reciprocal Traffic"), (ii) IntraLATA Toll Traffic exchanged between the Parties ("IntraLATA Toll Reciprocal Traffic"), (iii) appropriate intrastate Feature Group D ("FGD") charges pursuant to Section 6.3 ("Intra Traffic"), (iv) interstate FGD charges pursuant to Section 6.3 ("Inter Traffic"), or (v) handling as Local Traffic under transiting arrangements between the Parties ("Transit Traffic"). On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six month anniversary of such Interconnection Activation Date, the Parties shall establish new INP traffic percentages to

be applied in the prospective six (6) month period, based on actual INP traffic percentages from the preceding six (6) month period.

13.6.3 The INP Traffic Rate shall be equal to the sum of : (Local Reciprocal Traffic percentage times the Local Reciprocal Compensation Rate set forth in the Pricing Schedule) plus (IntraLATA Toll Reciprocal Traffic percentage times the IntraLATA Toll Reciprocal Compensation rate set forth in the Pricing Schedule) plus (Intra Traffic percentage times NYNEX's effective intrastate FGD rates) plus (Inter Traffic percentage times NYNEX's effective interstate FGD rates).

A rate of zero shall be applied to the Transit Traffic percentage.

### 13.7 True-up of Monthly INP Costs

13.7.1 If the PUC or FCC does not act by January 1, 1997, to set final INP rates, NYNEX will file a tariff with the PUC on or before February 1, 1997, so as to set forth a regulatory review that will lead to establishment of a competitively neutral cost recovery mechanism ("Final INP Rates").

13.7.2 From February 1, 1997, until such time as a competitively neutral cost recovery mechanism is implemented pursuant to a PUC or FCC order ("the Interim Recovery Period"), the Parties shall track and record the cumulative sum of ported numbers provided via an INP functionality to each other each month for the purpose of calculating an INP true-up amount that the Party providing an INP functionality may then be entitled to bill and receive under such PUC or FCC order. The true-up amount shall equal the sum of the ported numbers provided to the Party receiving the INP functionality, multiplied by the number of months applicable to each ported number during the Interim Recovery Period, multiplied by the Final INP Rate set by the PUC or FCC. Numbers ported prior to February 1, 1997, shall be provided at the prices listed in the Pricing Schedule.

13.7.3 In the event the PUC or FCC establishes a competitively neutral cost recovery mechanism which allows recovery of amounts for the provision of INP functionalities different from those amounts listed for such functionalities in the Pricing Schedule, the Parties shall adopt such different amounts in accordance with such competitively neutral cost recovery mechanism. Should the FCC or PUC adopt a competitively neutral cost recovery mechanism for INP which differs from that stipulated to by the Parties herein, the Parties shall adopt such a mechanism pursuant to said order in lieu of the payment arrangements outlined in this Section 13.0.

## 14.0 NUMBER RESOURCES ASSIGNMENTS

NYNEX shall assign to FREEDOM RING NXX codes in accordance with national guidelines at no charge.

## 15.0 DIALING PARITY -- SECTION 251(b)(3)

NYNEX shall provide Local Dialing Parity as required under Section 251(b)(3) of the Act in the following manner: Telephone numbers are provided pursuant to Section 14.0; Directory Assistance is provided pursuant to Section 19.2; Directory Listings are provided pursuant to section 19.1; and Operator Services are provided to Sections 19.2.4 and 19.2.6.

#### **16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)**

Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it owns or controls, to the extent permitted by law and as required by Section 224 of the Act or PUC Order, on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements with such entities.

#### **17.0 DATABASES AND SIGNALING**

NYNEX shall provide FREEDOM RING with interfaces to access NYNEX's databases, including LIDB and 800/888, as well as DCAS for ordering and provisioning purposes, and associated signaling necessary for the routing and completion of FREEDOM RING's traffic through the provision of SS7 under its applicable tariffs.

#### **18.0 REFERRAL ANNOUNCEMENT**

When a Customer changes its service provider from NYNEX to FREEDOM RING, or from FREEDOM RING to NYNEX, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for a period of not less than four (4) months after the date the Customer changes its telephone number in the case of business Customers and not less than sixty (60) days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for a period different than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

#### **19.0 DIRECTORY SERVICES ARRANGEMENTS**

NYNEX will provide certain directory services to FREEDOM RING as defined herein. In this Section 19 of this Agreement, references to FREEDOM RING Customer telephone numbers means telephone numbers falling within NXX codes directly assigned to FREEDOM RING and to numbers which are retained by FREEDOM RING on the Customer's behalf pursuant to Interim Telecommunications Number Portability arrangements described in Section 13 of this Agreement.

##### **19.1 Directory Listings and Directory Distributions**

19.1.1 NYNEX will include FREEDOM RING Customers telephone numbers in all of its “White Pages” and “Yellow Pages” directory listings (including electronic directories) and directory assistance databases associated with the areas in which FREEDOM RING provides services to such Customers, and will distribute such directories to such Customers, in an identical and transparent manner in which it provides those functions for its own Customers’ telephone numbers.

19.1.2 NYNEX will include all FREEDOM RING NXX codes associated with the areas to which each directory pertains, along with NYNEX’s own NXX codes in any maps or lists of such codes which are contained in the general reference portions of the directories. FREEDOM RING’s NXX codes shall appear in such maps or lists in the same manner as NYNEX’s NXX information.

19.1.3 FREEDOM RING will provide NYNEX with its directory listings and daily updates to those listings (including new, changed, and deleted listings) in a mutually agreed upon format at no charge.

19.1.4 NYNEX will accord FREEDOM RING directory listing information the same level of confidentiality which NYNEX accords its own directory listing information.

19.1.5 NYNEX shall provide FREEDOM RING at no charge with (i) one basic directory listing per customer number, (ii) directory distribution for FREEDOM RING’s customers, and (iii) listings of FREEDOM RING’s customers in the directory assistance database.

19.1.6 NYNEX will provide FREEDOM RING with a report of all FREEDOM RING Customer listings ninety (90) days prior to directory publication in such form and format as may be mutually agreed to by both Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

#### 19.1.7 Yellow Page Maintenance

NYNEX will work cooperatively with FREEDOM RING so that Yellow Page advertisements **purchased** by customers who switch their service to FREEDOM RING (including customers **utilizing** Interim Telecommunications Number Portability) are maintained without interruption. NYNEX will allow FREEDOM RING customers to purchase new yellow pages advertisements without discrimination, under the identical rates, terms and conditions that apply to NYNEX’s customers.

#### 19.1.8 Information Pages

NYNEX will include in the “Information Pages” or comparable section of its White Pages Directories for areas served by FREEDOM RING, listings provided by FREEDOM RING for FREEDOM RING’s installation, repair and customer service and other service-oriented information, including appropriate identifying logo. Such listings shall appear in the manner that

such information appears for subscribers of NYNEX and other LECs. NYNEX shall not charge FREEDOM RING for inclusion of this information.

## 19.2 Directory Assistance (“DA”) and Operator Services

19.2.1 NYNEX will provide FREEDOM RING’s operators an on-line access to NYNEX directory assistance database, when and where such access becomes available to organizations outside NYNEX.

19.2.2 At FREEDOM RING’s option, NYNEX will provide FREEDOM RING with intraLATA, NYNEX-branded directory assistance service, or FREEDOM RING-branded directory assistance and Directory Assistance Call Completion (DACC), which are comparable to the directory assistance service NYNEX makes available to its own end users, at the prices set forth in the Pricing Schedule.

19.2.3 When NYNEX provides to FREEDOM RING DA or Operator Services, NYNEX requires that such services will be provided to FREEDOM RING over dedicated operator services trunk groups, utilizing Feature Group-D type signaling, with ANI, minus OZZ when interconnecting to the NYNEX operator services network.

19.2.4 FREEDOM RING (or its operator service provider) and NYNEX will provide LEC-to-LEC Busy Line Verification and Interrupt (BLV/I) trunks to one another, in conjunction with POTS traffic, to enable each Party to support this functionality. (This option is provisioned subject to technical limitations, such as those that apply on ported numbers).

19.2.5 Busy Line Verification (“BLV”) is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use. However, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called Party releases the line.

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

19.2.7 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks.

19.2.8 Each Party shall route BLV/BLVI Traffic inquiries over the existing network established between the Parties' respective operator bureaus. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth in the Pricing Schedule.

19.2.9 NYNEX will provide operator services call completion to FREEDOM RING's operators and Customers, upon FREEDOM RING's request, for the termination of alternate billed calls from FREEDOM RING's subscribers. Call completion services will allow the FREEDOM RING Customers the ability, through the mechanized NYNEX operator interface or the NYNEX operator, to complete calls via 0+ or 0- dialing with alternate billing capabilities. Billing for the calls will be on a flat rate per call transaction for 0+ calls or per Operator Work Second on 0- calls. NYNEX will provide call detail records in EMR format for the call completion services at a charge of \$.0085 per record.

## **20.0 GENERAL RESPONSIBILITIES OF THE PARTIES**

20.1 NYNEX and FREEDOM RING shall use their best efforts to comply with the Implementation Schedule.

20.2 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas. FREEDOM RING, for the purpose of ubiquitous connectivity, network diversity and alternate routing, shall connect to at least one Tandem Office Switch for the receipt/completion of traffic to any NYNEX End Office Switches.

20.3 Thirty (30) days after the Effective Date and each quarter during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services and Network Elements provided under this Agreement in the form and in such detail as agreed by the Parties. Notwithstanding Section 29.6.1, the Parties agree that each forecast provided under this Section 20.3 shall be deemed "Proprietary Information" under Section 29.6.

20.4 Any Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or the Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request in addition to non-binding forecasts required by Section 20.3 that the other Party enters into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 29.6.1, the Parties agree that each forecast provided under this Section 20.4 shall be deemed "Proprietary Information" under Section 29.6.

20.5 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with NYNEX's network and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Sections 20.2 and 20.3 above. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan.

20.6 Neither Party shall use any service related to or using any of the Services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's Customers, and either Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice, if practicable, at the earliest practicable time.

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

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

20.9 Each Party is responsible for administering NXX codes assigned to it.

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

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

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

20.13 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

## **21.0 TERM AND TERMINATION**

21.1 The initial term of this Agreement shall be three (3) years (the "Term") which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party as set forth below.

21.1.1 If pursuant to Section 21.1 the Agreement continues in full force and effect after the expiration of the Term, either Party may terminate the Agreement ninety (90) days after delivering written notice to the other Party of the intention to terminate this Agreement. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 21.1 other than to pay to the other Party any amounts under this Agreement.

21.2 Upon termination or expiration of this Agreement in accordance with this Section 21.0:

- (a) each Party shall comply immediately with its obligations set forth in Section 29.6.3;
- (b) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
- (c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.

21.3 Except as set forth in Section 27.5 no remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

## **22.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

## **23.0 CANCELLATION CHARGES**

Except as provided in Sections 9.6.4 and 19.4 and pursuant to a Network Element Bona Fide Request, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

## **24.0 NON-SEVERABILITY**

24.1 The services, arrangements, Interconnection, Network Elements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable, subject only to Section 29.14 of this Agreement.

24.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

## **25.0 INDEMNIFICATION**

25.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to third Parties for:

(1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

and

(2) claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's Customers;

and

(3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees shall be liable to the other for "Consequential Damages" as that term is described in Section 26.3 below.

25.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by third Parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

Notwithstanding any other provisions of this Agreement, FREEDOM RING shall defend and indemnify NYNEX and shall hold NYNEX harmless from and against any and all Loss alleged to have been incurred by a customer of FREEDOM RING or any other third Party where such Loss arises or is attributable to NYNEX's performance or failure to perform a "Specified Activity" as that term is defined in Section 27, below.

## **26.0 LIMITATION OF LIABILITY**

26.1 Except for the payment of Liquidated Damages by NYNEX to FREEDOM RING pursuant to Section 27 below, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

26.2 Except as otherwise provided in Section 25.0, no Party shall be liable to the other Party for any Loss, defect or equipment failure caused by the conduct of the other Party, the other Party's agents, servants, contractors or others acting in aid or concert with the other Party, except for gross negligence or willful misconduct.

26.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

## **27.0 LIQUIDATED DAMAGES FOR SPECIFIED ACTIVITIES**

27.1 Certain Definitions. When used in this Section 27.0, the following terms shall have the meanings indicated:

27.1.1 "Specified Performance Breach" means the failure by NYNEX to meet the Performance Criteria for any of the three Specified Activities as defined below, for a period of three (3) consecutive calendar months.

27.1.2 "Specified Activity" means any of the following activities:

- (i) the installation by NYNEX of unbundled Links for FREEDOM RING ("Unbundled Link Installation");
- (ii) NYNEX's provision of Interim Telecommunications Number Portability to FREEDOM RING or
- (iii) the repair of out of service problems for FREEDOM RING ("Out of Service Repairs").

27.1.3 "Performance Criteria" means, with respect to each calendar month during the term of this Agreement, the performance by NYNEX during each month of each Specified Activity shown in Schedule 27.0, subparagraphs 1 and 2, within the time interval shown in at least eighty percent (80%) of the covered instances, except as otherwise provided for in the Schedule in subparagraph 3.

27.2 Specified Performance Breach. In recognition of the (1) loss of Customer opportunities, revenues and goodwill which FREEDOM RING might sustain in the event of a Specified Performance Breach; (2) the uncertainty, in the event of such a Specified Performance Breach, of FREEDOM RING having available to it customer opportunities similar to those opportunities currently available to FREEDOM RING; and (3) the difficulty of accurately ascertaining the amount of damages FREEDOM RING would sustain in the event of such a Specified Performance Breach, NYNEX agrees to pay FREEDOM RING, subject to Section 27.4 below, damages as set forth in Section 27.3 below in the event of the occurrence of a Specified Performance Breach. Such payments would only apply after a minimum of 250 lines were installed for FREEDOM RING in New Hampshire.

27.3 Liquidated Damages. The damages payable by NYNEX to FREEDOM RING as a result of a Specified Performance Breach shall be as specified in Schedule 27.3 for each Specified Performance Breach (collectively, the "Liquidated Damages"). FREEDOM RING and NYNEX agree and acknowledge that (a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of FREEDOM RING and NYNEX at the time of the negotiation and entering into of this Agreement, with due regard given to the performance expectations of each Party; (b) the Liquidated Damages constitute a reasonable approximation of the damages FREEDOM RING would sustain if its damages were readily ascertainable; and (c) FREEDOM RING shall not be required to provide any proof of the Liquidated Damages.

27.4 Limitations. In no event shall NYNEX be liable to pay the Liquidated Damages if NYNEX's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means (a) a failure by FREEDOM RING to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule and the Joint Grooming Plan), (b) any delay, act or failure to act by a Customer, agent or subcontractor of FREEDOM RING, (c) any Force Majeure Event (d) or such other delay, act or failure to act as upon which the Parties may agree. If a Delaying Event (i) prevents NYNEX from performing a Specified Activity, then such Specified Activity shall be

excluded from the calculation of NYNEX's compliance with the Performance Criteria, or (ii) only suspends NYNEX's ability to timely perform the Specified Activity, the applicable time frame in which NYNEX's compliance with the Performance Criteria is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

27.4.1 FREEDOM RING shall meet the specific performance standards associated with quality of service requests as specified in Schedule 27.4.1 in the same percentages as set forth in Schedule 27.0. Should FREEDOM RING fail to meet these quality of service request standards, during a period corresponding to that measured in calculation of Liquidated Damages payable by NYNEX to FREEDOM RING, NYNEX will not be liable for payment of any applicable Liquidated Damages for that time period.

27.5 Sole Remedy. The Liquidated Damages shall be the sole and exclusive remedy of FREEDOM RING under this Agreement for NYNEX's breach of the Performance Criteria and a Specified Performance Breach as described in this Section 27.0.

27.6 Records. NYNEX will endeavor to maintain complete and accurate records, on a monthly basis, of its performance under this Agreement of each Specified Activity and its compliance with the Performance Criteria. NYNEX shall provide to FREEDOM RING such records in a self-reporting format on a monthly basis. Notwithstanding Section 29.6.1, the Parties agree that such records shall be deemed "Proprietary Information" under Section 29.6.

27.7 Start Date. NYNEX and FREEDOM RING shall jointly agree on appropriate measurements for the enforcement of this Section 27 within ninety (90) days of this Agreement. Performance monitoring and liquidated damages shall begin after the in-service requirements are met.

27.8 NYNEX agrees that it shall make available to FREEDOM RING, at FREEDOM RING's sole option, any Liquidated Damages arrangement set forth in Section 27.0 that NYNEX offers to another Telecommunications Carrier in New Hampshire at the same terms and conditions provided to such other Telecommunications Carrier, at terms and conditions set forth in its applicable tariffs, or as provided by law, rule or regulation.

## **28.0 REGULATORY APPROVAL**

The Parties understand and agree that this Agreement will be filed with the PUC and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the PUC or the FCC under Section 252 of the Act without modification modifying its terms, subject to: (1) either Party's rights under Section 29.14 of this Agreement, and (2) at the option of either Party, to avail itself of any rules or requirements adopted by the PUC or the FCC in implementing the Telecommunications Act of 1996, including but not limited to the FCC's rulemaking in *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, FCC Docket No. 96-

98, which materially affect the matters covered by this Agreement. In the event either Party elects to avail itself of any such rules or requirements, the Parties agree to meet and negotiate in good faith to arrive at mutually acceptable modifications of this Agreement. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the PUC or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s).

This agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

## **29.0 MISCELLANEOUS**

### **29.1 Authorization.**

29.1.1 New England Telephone and Telegraph Company is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

29.1.2 FREEDOM RING is a company duly organized, validly existing and in good standing under the laws of the State of Maine and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

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

29.3 Compliance with the Communications Law Enforcement Act of 1994 ("CALEA"). Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

29.4 Independent Contractor. Neither this Agreement, nor any actions taken by NYNEX or FREEDOM RING in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between FREEDOM RING and NYNEX, or any relationship other than that of purchaser and seller of services.

Neither this Agreement, nor any actions taken by NYNEX or FREEDOM RING in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third Party liability between NYNEX's and FREEDOM RING's end users.

29.5 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event").

If any force majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the force majeure condition. During the pendency of the force majeure, the duties of the Parties under this Agreement affected by the force majeure condition shall be abated and shall resume without liability thereafter.

#### 29.6 Confidentiality.

29.6.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 29.6.2.

29.6.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or

part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with Section 29.6 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

29.6.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

29.7 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the PUC, the exclusive jurisdiction for all such claims shall be with the PUC, and the exclusive remedy for such claims shall be as provided for by such PUC. In all other respects, this Agreement shall be governed by the domestic laws of the State of New Hampshire without reference to conflict of law provisions.

29.8 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

29.9 Non-Assignment. This Agreement shall be binding upon every subsidiary and affiliate of either Party that is engaged in providing telephone exchange and exchange access services in any territory within which NYNEX is an Incumbent Local Exchange Carrier as of the date of this Agreement (the "NYNEX Territory"), and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third Party its telephone exchange and exchange access network facilities within the NYNEX Territory, or any portion thereof, to a third Party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any

rights or obligations hereunder) to a third Party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

29.10 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

29.11 Disputed Amounts.

29.11.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third Party escrow agent mutually agreed upon by the Parties.

29.11.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

29.12 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following addresses of the Parties:

To FREEDOM RING:

FREEDOM RING COMMUNICATIONS, L.L.C.  
P. O. Box 48  
Bar Mills ME 04004-0048  
Attn: Robert C. Carroll  
Facsimile: (207) 929-6262

To NYNEX:

NYNEX  
1095 Avenue of Americas

40th Floor  
New York NY 10036  
Attn: Vice President - Wholesale Markets  
Facsimile: (212) 597-2585

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

29.13 **Publicity and Use of Trademarks or Service Marks.** Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

29.14 **Section 252(i) Obligations.** If either Party enters into an agreement (the "Other Agreement") approved by the PUC or FCC pursuant to Section 252 of the Act which provides for the provision in the State of New Hampshire of arrangements covered in this Agreement to another requesting Telecommunications Carrier, including itself or its affiliate, such Party shall make available to the other Party such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, the other Party may avail itself of either (i) the Other Agreement in its entirety or (ii) all of the prices, terms and conditions contained in the Other Agreement that relate to any one or combination of the following:

- (1) Interconnection - Section 251(c)(2) of the Act (Section 4.0 and 5.0 of this Agreement); or
- (2) Exchange Access - Section 251(c)(2) of the Act (Section 6.0 of this Agreement);  
or
- (3) Unbundled Access - Section 251(c)(3) of the Act (Section 9.0 of this Agreement);  
or
- (4) Resale - Section 251(c)(4) of the Act (Section 10.0 of this Agreement); or
- (5) Collocation - Section 251(c)(6) of the Act (Section 13.0 of this Agreement); or
- (6) Number Portability - Section 251(b)(2) of the Act (Section 14.0 of this Agreement); or
- (7) Access to Rights of Way - Section 251(b)(4) of the Act (Section 16.0 of this Agreement); or
- (8) Directory Services - Section 251(b)(3) of the Act (Section 19.0 of the Agreement).

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

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

29.17 **No License.** No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

29.18 **Technology Upgrades.** Nothing in this Agreement shall limit NYNEX's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. NYNEX shall provide FREEDOM RING written notice at least ninety (90) days prior to the incorporation of any such upgrades in NYNEX's network which will materially impact FREEDOM RING's service. FREEDOM RING shall be solely responsible for the cost and effort of accommodating such changes in its own network.

29.19 **Survival.** The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, Sections 21.4, 22.0, 23.0, 25.0, 26.0, 29.3, 29.6, 29.11, 29.13 and 29.17.

29.20 **Scope of Agreement.** This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

29.21 **Entire Agreement.** The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's

form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer or an officer of a member of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 20th day of August, 1996.

FREEDOM RING Communications, L.L.C.

By: 

Printed: Robert Carroll

NYNEX

By: 

Printed: Jacob J. Goldberg

Title: Vice President - Wholesale Markets

By: 

Printed: Diane J. Thayer

## SCHEDULE 1.0

### CERTAIN TERMS AS DEFINED IN THE ACT

"Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).

"Dialing Parity" means that a person that is not an Affiliate of a LEC is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the Customer's designation from among two (2) or more Telecommunications Services providers (including such LEC).

"Exchange Access" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

"InterLATA Service" means Telecommunications between a point located in a local access and transport area and a point located outside such area.

"Local Access and Transport Area" or "LATA" means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

"Local Exchange Carrier" means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Network Element" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"Number Portability" means 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.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Communications Act).

"Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means (a) service within a telephone exchange within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

"Telephone Toll Service" means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.

**SCHEDULE 4.0 Network Interconnection Schedule\***

LATA	NYNEX N-IP	FREEDOM RING F-IP	ACTIVATION DATE
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\*Information to be provided and discussed as part of Grooming Plan.

**SCHEDULE 8.2 NYNEX Intervals for Installation**

Service Order Standard Intervals

	<u>Number of DS1 Trunks</u>	<u>Standard Interval (Business Days)</u>
Establishment of New Trunk Groups	1-10 over 10	60 Negotiated
Additions to Existent Trunk Groups	1-4 over 4	30 Negotiated

**SCHEDULE 27.0 NYNEX Performance Criteria for Liquidated Damages<sup>1</sup>**

<b>SPECIFIED ACTIVITY</b>	<b>PERFORMANCE INTERVAL DATE</b>
1. Unbundled Link Installation	
a) New Link Installation:	
i) Order for Installation < 10 links	5 business days
ii) Order for Installation ≥ 10 links	
Facilities Confirmation	5 business days
If Available Facilities	
< 20 links	10 business days from Facilities Confirmation
≥ 20 links	negotiated interval <sup>2</sup>
b) “Hot Cutover” Installation	
i) Order for Installation < 10 links	10 business days (1st 3 mos. after first Link is ordered)
	7 business days (next 3 months)
	5 business days (thereafter)
ii) Order for Installation ≥ 10 links	negotiated interval <sup>2</sup>
2. Interim Number Portability Installation	
after	
i) Order for Installation < 10 numbers	10 business days (1st 3 mos. after first Link is ordered)
	7 business days (next 3 months)
	5 business days (thereafter)
ii) Order for Installation ≥ 10 numbers	negotiated interval <sup>2</sup>

<sup>1</sup> As stated in Section 27.2 (liquidated) damages are not applicable until after a minimum of 250 links are in service for Freedom Ring in New Hampshire.

<sup>2</sup> NYNEX will provide the same negotiated intervals it provides to any carrier, Customer or Parties that are similarly situated.

3. Out-of-Service Repairs

(a) Less than 24 hours from NYNEX's Receipt of Notification of Out of Service conditions:

1st half of Agreement period	65%
2nd half of Agreement period	70%

(b) Less than 48 hours from NYNEX's Receipt of Notification of Out of Service conditions. 75%

(c) Less than 72 hours from NYNEX's Receipt of Notification of Out of Service conditions. 85%

## **SCHEDULE 27.4.1**

### **FREEDOM RING Quality Criteria for Liquidated Damages**

#### **1 New Unbundled Link (SVGALS) Orders**

1.0 ANI to FREEDOM RING number, verification successful from DEMARC by NYNEX field technician.

1.1 All order information submitted by FREEDOM RING is valid (e.g. street address, end user LCON, floor/unit number, cable pair assignment)

1.2 Customer (end user) available at appointed date.

1.3 Orders completed as submitted without cancellation after FOC

#### **2 Hot Cut Unbundled Link (SVGALS) Orders**

2.0 Verifiable FREEDOM RING dial tone at POT bay testable by NYNEX through appropriate tie cable pair as provided by FREEDOM RING on the service request.

2.1 Accurate account and end user information submitted on service request

2.3 Accurate SVGAL tie cable and pair assignment provided by FREEDOM RING on service request

2.4 Orders completed as submitted without cancellation after FOC

### **SCHEDULE 27.3 LIQUIDATED DAMAGES SCHEDULE**

<b>Links installed for FREEDOM RING in New Hampshire</b>	<b>Monthly Specified Activity Threshold</b>	<b>Liquidated Damages (per performance breach)</b>
250 to 499*	10	\$ 1,000
500 to 999*	25	\$ 2,500
1,000 or more**	50	\$ 5,000
3,000 or more**	75	\$ 7,500
5,000 or more**	100	\$10,000

- \* Requested “specified activities” must equal the minimum threshold quantity shown in the table above per activity per month to qualify for the level of damages associated with the number of Links in service for Freedom Ring in New Hampshire.
- \*\* Liquidated damages shall not apply if the minimum activity threshold is less than 50 per month in New Hampshire.

## PRICING SCHEDULE

I. Reciprocal Compensation for Local traffic shall equal the rate set forth below. Such rate for the first six months shall be:

Rate = \$.008 per minute

The rate for Reciprocal Compensation is to be adjusted bi-annually based upon the rates and formula set forth in this Pricing Schedule. The first adjustment shall occur on January 1, 1997 and future adjustments every six months (6) thereafter.

Reciprocal Compensation for IntraLATA Toll Traffic shall equal each Party's effective applicable tariffed IntraLATA switched access rates.

II. Information Services Billing and Collection

Fee = \$.05 per message

III. BLV/BLVI Traffic

Rate = \$1.00 per Busy Line Verification  
\$1.50 per Busy Line Verification Interrupt  
(in addition to \$1.00 for Busy Line Verification)

IV. Transit Service (Tandem Transient Service)

A. Transit Service

Rate = \$.0035 per minute

B. Dedicated Transiting Service

Rate = twice the applicable charge for a collocated channel termination

V. Interim Telecommunications Number Portability

A. Monthly Recurring Charges

Rate per Business Number = \$2.00

Rate per Residential Number = \$1.00

No additional charges shall apply for interim number portability, including additional per-path, per-port, or usage-related charges, except for third Party and collect calls.

## PRICING SCHEDULE

### B. Non-recurring charge

Rate = \$20.00 per ported number

Non-recurring charges only apply when interim number portability is ordered separately from an unbundled link.

### VI. IntraLATA 800

Reciprocal Compensation (refer to I above).

Compensation for records exchanged = \$.0115 per record

800 database inquiry = \$.003981 per database inquiry

### VII. Unbundled Links

#### A. Monthly Rates

1. Switched VoiceGrade Analog Link = \$23.00
2. ISDN Premium Link = Price determined on an Individual Case Basis upon request.
3. Extended Link Service = Price determined on an Individual Case Basis upon request.
4. ADSL = Price determined on an Individual Case Basis upon request.
5. HDSL = Price determined on an Individual Case Basis upon request.

### VIII. Unbundled Ports

#### A. Monthly Rates

Residence voice grade port = \$8.00

Business voice grade port = \$8.00

IX. Wholesale Discounts

a. Month- to- month discounts

To be negotiated

b. Term and Volume Discounts

To be negotiated based on receipt of a Bona Fide Request

X. Directory Assistance

NYNEX Branded DA

= \$ .27 per message

FREEDOM RING Branded DA

= \$ .32 per message

NYNEX Branded DA with Directory Assistance  
Call Completion (DACC)

= \$ .52 per message\*

FREEDOM RING Branded DA with DACC

= \$ .57 per message\*

(\*plus flat rate charge per MOU for Call Completion)

## PRICING SCHEDULE

### Reciprocal Compensation Calculation

#### I. Time of Day Definitions

Day Rate applies Mondays through Fridays from 8AM to, but not including 5PM

Evening Rate applies Sundays through Fridays from 5PM to, but not including 11PM. On Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day (the 4th Thursday in November) and Labor Day, the holiday rate is the Evening Rate except during the hours when the Night and Weekend Rate applies.

Night and Weekend Rate applies Sundays through Thursdays from 11PM to, but not including 8AM of the following day and from 11PM Fridays to, but not including 5PM Sundays.

#### II. Base Rates - Per Minute of Use

Day Rate = \$0.0098

Evening Rate = \$0.0073

Night Rate = \$0.0029

#### III. Formula for determining Reciprocal Compensation (%Day Traffic + % Evening Traffic + % Night Traffic = 100% for each Party)

$$\frac{(\text{FREEDOM RING -originated Day Minutes} + \text{NYNEX-originated Day Minutes}) * \text{Day Rate}}{\text{Total FREEDOM RING} + \text{NYNEX Minutes}}$$

+

$$\frac{(\text{FREEDOM RING -originated Evening Minutes} + \text{NYNEX-originated Evening Minutes}) * \text{Evening Rate}}{\text{Total FREEDOM RING} + \text{NYNEX Minutes}}$$

+

$$\frac{(\text{FREEDOM RING -originated Night Minutes} + \text{NYNEX-originated Night Minutes}) * \text{Night Rate}}{\text{Total FREEDOM RING} + \text{NYNEX Minutes}}$$

## **EXHIBIT A**

### **NETWORK ELEMENT BONA FIDE REQUEST**

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the Network Element Requested must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

**AMENDMENT NO. 1**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY**

**and**

**FREEDOM RING COMMUNICATIONS, L. L. C.**

**FOR NEW HAMPSHIRE**

This Amendment No. 1 is made this 4th day of August, 1998, by and between Bell Atlantic - New England Telephone and Telegraph Company d/b/a Bell Atlantic - New Hampshire, a New York corporation with offices at 125 High Street, Boston, Massachusetts 02110 ("NET" or "BA"), and Freedom Ring Communications, L.L.C. d/b/a BayRing Communications, a Maine company with offices at 11 Manchester Square, Portsmouth, New Hampshire 03801 ("Freedom Ring" or "Reseller"). (BA and Freedom Ring may be referred to individually as a "Party" and collectively as the "Parties").

**WITNESSETH:**

WHEREAS, BA and Freedom Ring Communications, L.L.C d/b/a BayRing Communications are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of August 15, 1996 (the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to reflect current BA resale practices.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the Parties agree to amend the Agreement as follows:

1. Section 10.0 of the Agreement is hereby amended to include:

## **10.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1)**

### **10.4 Resale Arrangement**

NET will offer telecommunications services it provides at retail to end users in the State of New Hampshire for resale by Reseller in accordance with the Terms and Conditions -- Resale Services contained in Attachment A. Attachment A is incorporated herein as an integral and necessary part of the parties' agreement. Whenever reference is made herein to the Agreement, the reference includes Attachment A.

### **10.5 Charges**

Reseller shall pay NET the charges contained in Attachment A. The Parties understand that the charges contained in Attachment A are subject to revision by the NHPUC. If the NHPUC issues any decision or order which approves for any telecommunications carrier different charges for any of the services contained in Attachment A within nine months following the effective date of the Amendment adding this paragraph to the Agreement, the Parties will true-up the charges paid under this paragraph retroactive to the effective date of the Amendment based upon the decision or order of the NHPUC. However, if the NHPUC does not issue such a decision or order within nine months, the Parties agree that there will be no true-up, and any new charges approved thereafter by the NHPUC will apply to the services provided under this Agreement as of the date of the NHPUC order or decision.

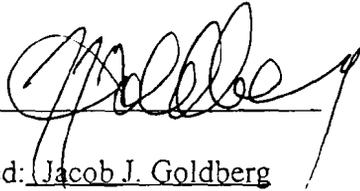
2. Insert a new Attachment A, which is hereby made a part of the Agreement, in form as attached hereto.
3. Except for the foregoing, the terms and provisions contained in the Agreement shall remain in full force and effect.

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

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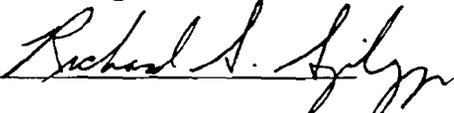
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the date first set forth above.

Bell Atlantic - New Hampshire, Inc.

By:   
Printed: Jacob J. Goldberg

Title: President - Telecom Industry Services

Freedom Ring Communications, L. L. C d/b/a BayRing Communications

By:  8/6/98  
Printed: Richard S. Szilagyi

Title: Chief Operating Officer

6.1 Resale

6.1.1 General

6.1.1.1 Terms and Conditions Structure

(A) The terms and conditions are divided into sections which are structured numerically, (e.g., Section 6.1, 6.2, 6.3 etc.).

6.1.2 Referencing

6.1.2.1 Reference to Tariffs

(A) Whenever reference is made in these terms and conditions to tariffs of the Telephone Company, the reference is to the tariffs in force as of the effective date of these terms and conditions, and to amendments thereto and successive issues thereof. The regulations, rates and charges contained herein are in addition to the applicable regulations, rates and charges specified in tariffs of the Telephone Company which may be referenced.

6.1.2.2 Trademarks and Service Marks

(A) Refer to NHPUC No. 77.

6.1.3 Terms and Conditions Terminology

Unless otherwise defined herein, terminology contained within these terms and conditions are as defined in NHPUC No. 77.

6.1.3.1 Definitions

End User - Any person purchasing service for their own use rather than for sale to another person, party or entity etc. End Users may not purchase from these terms and conditions.

Premises - This term as defined in NHPUC No. 77 is a reference to the premises at which the service is provided, and not a reference to the reseller's premises.

Resale - The sale to another person of telecommunications services purchased from the Telephone Company. A person purchases for resale when such person purchases a service for the purpose of reselling it to another (rather than the purpose of using the service itself).

Reseller/Customer - Any individual, partnership, association, joint stock company, trust, corporation, governmental entity or other entity, authorized by law to resell telecommunications services in the state of New Hampshire, which subscribes to the telecommunications services offered under these terms and conditions.

Telephone Company - The New England Telephone and Telegraph Company. New England Telephone and Telegraph does business under the names Bell Atlantic - New Hampshire and Bell Atlantic - New England.

## 6.2 General Regulations

In addition to the general regulations contained herein, the general regulations specified in NHPUC No. 77 also apply.

### 6.2.1 Application of Terms and Conditions

#### 6.2.1.1 Scope

- (A) Regulations, rates and charges in these terms and conditions apply to the offering of Telephone Company telecommunications services for resale.
- (B) Only a reseller authorized by law to resell telecommunications services in the State of New Hampshire may purchase under these terms and conditions. These terms and conditions are not intended to enlarge, restrict, or otherwise affect any provision of law relating to the authority to resell telecommunications services.
  - (1) Resellers do not surrender any right to purchase from any of the Telephone Company's intrastate tariffs by purchasing from these terms and conditions. However, the discounts contained herein will apply only to purchases from these terms and conditions. Resellers purchasing retail services from the Telephone Company's intrastate tariffs will do so through traditional retail channels, and will be billed accordingly.
- (C) In addition to the responsibilities and obligations specified in NHPUC No. 77, the reseller must conform to any applicable rules and regulations set forth by the Public Utilities Commission.
- (D) The resale of telecommunications services and the provision thereof by the Telephone Company as set forth in these terms and conditions does not constitute a joint undertaking nor does it constitute an agency, contractual or any other type of relationship between the reseller and the Telephone Company (other than that of purchaser and seller) or between the Telephone Company and the reseller's end user.
- (E) A reseller ordering a resold service under these terms and conditions has all of the obligations that would be imposed under the applicable Telephone Company tariff upon an end user who orders the service directly from the Telephone Company. Such obligations include, without limitation, the obligation to pay for the service, whether or not the reseller is being paid by its own customers. The rate charged for such service, when sold to a reseller under these terms and conditions, is to be determined in accordance with rates and charges specified in these terms and conditions. However, services that are sold to the Telephone Company end users only in conjunction with the purchase of basic dial tone service will be available for resale only in conjunction with the resale of basic dial tone service and not on a stand alone basis.

6.2 General Regulations (Cont'd)

6.2.2 Responsibility of the Telephone Company

6.2.2.1 Provision of Service

- (A) The Telephone Company's obligation to furnish service, or to continue to furnish service, is dependent on its ability to obtain without charge, danger or undue difficulty access to the premises where the service is to be provided (where such access is necessary for the provision of service).

(1) Should a reseller's end user request that a Telephone Company technician prove his/her identity as an employee of the Telephone Company before the end user will permit access to their premises, the technician's Telephone Company identification badge or the NYNEX registered trademark/servicemark (logo) that is visibly displayed on the technician's service vehicle will be evidence of such proof. If the Telephone Company misses the scheduled service appointment as a result of the reseller's end user's refusal to permit access to the Telephone Company technician, neither the reseller nor the reseller's end user will be entitled to any waivers of charges for missed service appointments that may be offered by the Telephone Company under service guarantee programs that are associated with the service being provided.

- (B) The Telephone Company reserves the right to refuse an application for service made by, or for the benefit of, a reseller who is indebted to the Telephone Company for telephone service previously furnished.

(1) In the event that service is connected for a reseller who is indebted to the Telephone Company for service previously furnished to such reseller, the Telephone Company will notify the reseller in writing via Certified U.S. Mail, that the service will be terminated by the Telephone Company unless the reseller satisfies the indebtedness within 10 days of the date of the reseller's receipt of such notification.

- (C) The services offered under the provisions of these terms and conditions are subject to the availability of facilities, including switching capacity, and necessary operational support systems.

(1) If existing facilities will not enable the Telephone Company to meet all outstanding service orders, such orders will be handled in accordance with reasonable priority rules that do not unreasonably discriminate between resellers purchasing under these terms and conditions and end user customers of the Telephone Company.

- (D) Resold services offered by the Telephone Company are at least technically equivalent to the corresponding service offerings that the Telephone Company provides to its own end users provided that the reseller complies with the regulations contained in these terms and conditions.

6.2 General Regulations (Cont'd)

6.2.2 Responsibility of the Telephone Company (Cont'd)

6.2.2.1 Provision of Service (Cont'd)

(E) The Telephone Company will provide service (including the installation and repair thereof) to resellers at levels that meet the capabilities, functions and performance levels available to Telephone Company similarly situated end users providing that the reseller complies with the regulations contained in these terms and conditions.

(1) Telephone Company personnel dispatched to a reseller's end user premises for purposes of installation or repair will not accept requests on behalf of the reseller for new or modified service beyond that requested by the reseller.

(F) To the extent the provision of repair and installation services under these terms and conditions entails the appearance by Telephone Company personnel at the premises of a reseller's end user, the uniforms worn by such personnel, and the vehicles and other equipment that they use, may be marked in the conventional manner with the Telephone Company's name, trademarks, service marks, and logos.

6.2.2.2 Interruption of Service

(A) Allowances for interruption of service are available to resellers to the extent and under the same circumstances as they would be available to Telephone Company end users under NHPUC No. 77.

6.2.3 Responsibility of the Reseller

6.2.3.1 Reseller Notification and Coordination

(A) Unless otherwise specified herein, whenever customer notification is required, the Telephone Company is responsible for providing notice only to the reseller who is the customer of record.

(1) The reseller, and not the Telephone Company is responsible for providing any notices, bill inserts or other information as may be required to the reseller's end users.

(2) The Telephone Company will not provide resellers with advance notice of its intent to offer a new retail service (or to modify an existing retail service) except to the extent that public notice of certain tariff changes is required by the regulation or orders of the Public Utilities Commission or other applicable law.

6.2 General Regulations (Cont'd)

6.2.3 Responsibility of the Reseller (Cont'd)

6.2.3.2 Liability

- (A) The reseller shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under these terms and conditions caused by negligence or willful act of the reseller or the reseller's end user or resulting from the reseller's or reseller's end user's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one reseller liable for another reseller's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the reseller in prosecuting a claim against the person causing such damage and the reseller shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.
- (B) With respect to claims of patent infringement made by third persons, the reseller shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under these terms and conditions, any circuit, apparatus, system or method provided by the reseller or reseller's end user.
- (C) The reseller shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, losses or damages including punitive damages, attorney's fees and court cost by third persons arising out of the construction, installation, operation, maintenance or removal of the circuits, facilities or equipment connected to the Telephone Company's services provided under these terms and conditions, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and / or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the reseller's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the reseller to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under these terms and conditions; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death or personal injury unless such suits, claims or demands are based on the tortious conduct of the reseller, its officers, agents or employees.
- (D) The reseller shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorneys fees and court costs by the customer or third parties arising out of any act or omission of the reseller or the reseller's end user in the course of using services provided under these terms and conditions.

## 6.2 General Regulations (Cont'd)

### 6.2.3 Responsibility of the Reseller (Cont'd)

#### 6.2.3.2 Liability (Cont'd)

- (E) In case of damage, loss, theft or destruction of equipment and facilities furnished by the Telephone Company due to negligence or willful act of the reseller or the reseller's end user or other persons authorized to use the service, the reseller or reseller's end user may be required to pay the expense incurred by the Telephone Company to replace or restore the equipment and facilities to its original condition.
- (F) The reseller assumes the responsibility for enforcement of all tariff regulations and class of service restrictions imposed for any particular service (e.g. prohibitions against unlawful use, damage to Telephone Company property, distinctions between residence and business) and any liability arising from violations thereof.

#### 6.2.3.3 Certifications and Proof of Exemptions

- (A) Upon reasonable request the reseller shall certify to the Telephone Company in writing that the services the reseller is purchasing under these terms and conditions are being purchased for resale.
- (B) The reseller shall provide the Telephone Company with any certificates or other documentation that may be required under state law pertaining to tax exemptions.
- (C) The reseller shall provide to the Telephone Company any additional information that is reasonably necessary to enable the Telephone Company to fulfill its obligations under these terms and conditions.

#### 6.2.3.4 References to the Telephone Company

- (A) The reseller may advise end users that certain services are provided by the Telephone Company in connection with the service the reseller furnishes to end users; however, the reseller shall not state, imply or represent that the Telephone Company jointly participates in or is part of any partnership or joint business arrangement for the provision of services to the reseller's customers.

### 6.2.4 Customer Notification and Coordination

#### 6.2.4.1 Provision and Ownership of Telephone Numbers

- (A) The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, or any other call number designations associated with resold service, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of business. Any such decisions about the assignment, designation or change of telephone numbers or office prefixes will be made in a nondiscriminatory manner.
- (B) Should it become necessary to make a change in such number(s), the Telephone Company will give the reseller six months notice of the change(s), including an explanation of the reason(s) for the change(s), by Certified U.S. Mail.

6.2 General Regulations (Cont'd)

6.2.4 Customer Notification and Coordination (Cont'd)

6.2.4.1 Provision and Ownership of Telephone Numbers (Cont'd)

(1) In the case of emergency conditions, (e.g. a fire in a wire center), it may be necessary to change a telephone number without six months notice in order to provide service to the reseller.

6.3 Ordering of Service

6.3.1 Orders for Resold Services

6.3.1.1 General

(A) The reseller shall supply all the information reasonably necessary for the Telephone Company to provide and bill for the requested service, to include the reseller's end user in its directory listing service and to otherwise fulfill its obligations under these terms and conditions [e.g., end user name and premises location, configuration of service, and facility interface].

(1) The reseller is responsible to submit complete and accurate orders. Failure to do so may result in service discrepancies for which the Telephone Company will not be responsible.

(B) If the reseller assumes the account of an existing Telephone Company end user at the end user's existing premises, the order must identify the end user's billing telephone number and line(s) and indicate that the end user's existing service (or any specified modification to and/or cancellation of the existing service) is to be transferred to the reseller.

(1) Authorization to Assume an Account - A reseller placing an order under which it will assume the account of an existing Telephone Company end user customer, or the account of an existing end user customer of another reseller, must obtain appropriate authorization from that end user for the change of service provider. The reseller must verify and confirm that authorization is in accordance with the laws and provisions that govern such matters as established or may be established in the State of New Hampshire.

(C) Resellers may not order services in a particular building or other location where a reseller has not yet obtained end users at the time that the reseller's order is placed with the Telephone Company.

(D) Resellers may not order service in a particular building or other location when doing so would preclude or delay other potential providers from offering services in that particular building or other location.

(E) Resellers may not order service under these terms and conditions without a reasonable basis for believing that such services will actually be needed by the reseller to meet anticipated demand.

### 6.3 Ordering of Service (Cont'd)

#### 6.3.1 Orders for Resold Services(Cont'd)

##### 6.3.1.1 General (Cont'd)

- (F) The Telephone Company will not process any orders, complaints or other requests received from the reseller's end user.
- (G) Primary Interexchange Carrier (PIC) Changes-The Telephone Company will only accept an order to change the PIC, whether interLATA or intraLATA, for a resold Telephone Company exchange service line from the reseller. The Telephone Company will only accept an order to freeze the PIC from the reseller. The reseller will be responsible for all PIC change charges.
- (H) If the order is for modification or discontinuance of service, the order shall identify the billing telephone number and telephone number of the service and the changes desired, and any additional information required by the Telephone Company.

##### 6.3.1.2 Automated Order Interface

- (A) Orders for resold services and modifications to or cancellation of an existing order must be placed by the reseller with the Telephone Company through the appropriate automated interface established by the Telephone Company. Such interface will facilitate the following order processes:
  1. Establishment of end user accounts
  2. Assignment of telephone numbers
  3. Entry of service orders into Telephone Company systems
  4. Installation scheduling and negotiation with end users
  5. Reservation of installation appointments
  6. Entry of end user service and repair inquiries
  7. Verification of the network status of an associated telephone line in conjunction with Telephone Company systems
  8. Other processes that would facilitate the processing of the reseller's order
- (B) The Telephone Company will establish automated interface specifications (e.g. formats) for data, delivery (transport) and network descriptions, etc.
  - (1) Resellers must comply with methods, procedures and operational guidelines in utilizing the interface specifications established by the Telephone Company.
  - (2) Any use of the interface(s) by the reseller or any other party for unauthorized purposes (e.g., access to data or to enter false information) will be considered abuse or fraudulent use of the interface and is prohibited. Such action may result in the Telephone Company terminating the resellers use of the interface.

6.3 Ordering of Service (Cont'd)

6.3.1 Orders for Resold Services(Cont'd)

6.3.1.2 Automated Order Interface (Cont'd)

(C) If the Telephone Company determines or suspects that abuse or fraudulent use of the interface has occurred, the Telephone Company will, as required by law, refer the matter to the appropriate law enforcement agency.

6.3.1.3 Disclosure of Reseller Information to Other Resellers or to Telephone Company Retail Marketing Personnel

- (A) General Rule - Subject to the following paragraph (B), neither Telephone Company personnel involved in the marketing of services to end user customers, nor other resellers, will have access to information relating to specific orders or demand forecasts provided by resellers under these terms and conditions.
- (B) Exceptions:
- (1) Paragraph (A), above, shall not prohibit the disclosure to any local exchange carrier (including the Telephone Company or any reseller), of the fact that a particular end user who was previously a customer of such carrier, is no longer one of its customers.
  - (2) Paragraph (A), above, shall not prohibit the use by the Telephone Company of aggregate data relating to sales to all resellers in a particular geographic area for any legitimate business purpose of the Telephone Company.
  - (3) Paragraph (A), above, shall not preclude the disclosure to Telephone Company retail marketing personnel or to other resellers of information pertaining to a reseller's customer where the customer consents to and authorizes such disclosure.
  - (4) Paragraph (A), above, shall not prohibit attempts to sell Telephone Company services by Telephone Company employees who have access to information relating to specific orders placed by resellers under these terms and conditions, so long as:
    - (a) the employee spends a de minimis amount of his or her time involved in the marketing of Telephone Company services, and
    - (b) the employee does not utilize the reseller information in such sales attempts.

### 6.3 Ordering of Service (Cont'd)

#### 6.3.1 Orders for Resold Services (Cont'd)

##### 6.3.1.3 Disclosure of Reseller Information To Other Resellers Or To Telephone Company Retail Marketing Personnel (Cont'd)

###### (B) Exceptions: (Cont'd)

- (5) In the case of a customer who chooses to switch his/her/its service from a reseller to the Telephone Company, or to another reseller, Paragraph (A) above shall not prohibit the disclosure to Telephone Company marketing personnel, or to such other reseller, of information necessary to enable the Telephone Company or such other reseller to assume the account, including the customer's service configuration and billed name and address.
- (6) Paragraph (A) above shall not preclude the disclosure to Telephone Company marketing personnel of the identity of the reseller providing service to an end user for the purpose of responding to a question from the end user about the identity of his/her/its service provider.

##### 6.3.1.4 Disclosure of Customer Information

(A) General Rule - Subject to the following paragraph (B), the Telephone Company will not provide information on any end user customer to a reseller without the consent and authorization of such customer.

###### (B) Exceptions:

- (1) If a Telephone Company end user subsequently becomes an end user of a reseller, the Telephone Company will provide the reseller with all information necessary to enable it to assume the end user's account, including the customer's service configuration and billed name and address.
- (2) Paragraph (A) above shall not preclude disclosure of information pursuant to industry-wide arrangements for the exchange of information on end user credit histories, consistent with Commission requirements.

##### 6.3.1.5 Evidence of End User Consent and Authorization

(A) Where the Telephone Company identifies that end user consent is required for the disclosure of information, the Telephone Company will obtain consent and appropriate authorization from the end user.

##### 6.3.1.6 Additional Engineering and Special Construction

(A) Additional charges will be applied to an order for service when the Telephone Company determines additional engineering or special construction is necessary to accommodate a reseller request.

- (1) When it is required, the reseller will be so notified and will be furnished with a written statement setting forth the justification for the additional engineering and/or special construction as well as an estimate of the charges in conjunction with the terms and conditions specified in NHPUC No. 77.

## 6.3.2 Responsibility of the Telephone Company

### 6.3.2.1 Refusal and Discontinuance of Service

- (A) If the reseller fails to comply with the rules and regulations of these terms and conditions, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by Overnight Delivery or Certified U.S. Mail to the reseller, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Telephone Company does not refuse additional applications for service on the date specified in the 30 days notice, and the reseller's noncompliance continues, nothing contained herein shall preclude the Telephone Company from refusing additional applications for service without further notice.
- (B) If the reseller fails to comply with the rules and regulations of these terms and conditions, including any payments to be made by it on the dates and times herein specified, the following shall occur:
- (1) The Telephone Company shall notify the reseller and the Commission in writing of the reseller's failure to pay amount(s) when due under these terms and conditions and the reseller shall have failed to make such payment within thirty (30) days of the giving by the Telephone Company of such notice.
  - (2) The Telephone Company shall provide a second notice of non-payment (the "Second Notice") in writing to the reseller and the Commission following the thirty (30) day period referred to in Section 6.3.2.1.(B)(1), and
  - (3) If by the tenth (10) day after the giving to the Commission of the Second Notice, the Commission has not ruled that the Telephone Company may not take termination actions, then the service shall be discontinued. The reseller shall have the burden of proof in any such proceeding before the Commission of establishing that the Telephone Company is not permitted to take the termination actions.
- (C) Notwithstanding the foregoing, the Telephone Company will not exercise its rights to refuse and discontinue service as stated in 6.3.2.1(A)&(B) if the reseller submits charges to the Telephone Company it believes in good faith were billed in error and such charges are accepted by the Telephone Company for investigation.

### 6.3.2.2 Discontinuance of Service for Cause Without Notice

- (A) The Telephone Company may discontinue service or cancel an application for service without notice in the event the Telephone Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- (B) In the event of fraudulent use of the Telephone Company's network, including but not limited to fraudulent End User orders for transfer of service, the Telephone Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

6.3.2.3 The Telephone Company will not incur any liability if it discontinues services or cancels an application for services for any of the reasons contained in 6.3.2.

### 6.3.3 Responsibility of the Reseller

#### 6.3.3.1 Point of Contact for End Users

- (A) The reseller shall serve as the single point of contact for its end users on such matters as billing, requests for new service, requests for the modification or discontinuance of existing services, service trouble reports, repair requests, complaints, etc. The reseller shall be obligated to transmit such requests or reports to the Telephone Company through the automated order interface to the extent reasonably necessary to enable the Telephone Company to fulfill its obligations under these terms and conditions.

#### 6.3.3.2 Forecasting of Service Requirements

- (A) To the extent reasonably necessary for the planning of Telephone Company facilities, the reseller shall provide, upon request of the Telephone Company, forecasts of the approximate number of units of exchange and other services that the reseller expects to require in specific geographic areas. Such forecasts are considered by the Telephone Company as confidential information of the reseller and will be treated in accordance with the provisions specified in these terms and conditions for confidential reseller information.

#### 6.3.3.3 Refusal, Discontinuance or Transfer of Service

- (A) Where a reseller discontinues its provision of service to all or substantially all of its end users, whether by its own decision, as a result of involuntary bankruptcy or for any other reason, the reseller must send advance written notice of such discontinuance to the Telephone Company, the NHPUC and to each of the reseller's end users. If service to the reseller is discontinued by the Telephone Company, the reseller must send written notice to each of its end users.
- (1) Such notice must advise the end users that unless they take action to switch to a different carrier within 60 days, provision of their service will be discontinued. Where the end user elects a specific carrier within the 60 day period, the relevant charges associated with the change shall be paid by that carrier.
- (a) Should the end user elect to transfer to the Telephone Company, the Telephone Company will provide service to the end user at NHPUC No. 77 regulations, rates and charges, and not the rates specified in these terms and conditions.
- (B) The reseller must provide the Telephone Company with any information necessary to enable the Telephone Company to assume the end users' accounts, including the end users' service configurations and billing names and addresses.

## 6.4 Issuance, Payment and Crediting of Reseller Bills

### 6.4.1 Responsibility of the Telephone Company

#### 6.4.1.1 General

(A) The Telephone Company bills only the reseller who is considered the customer of record who is at all times responsible for payment of the full amount of all charges incurred. The Telephone Company will not be required to seek payment from the reseller's end users prior to terminating the reseller's service or pursuing any other remedies for nonpayment by the reseller. The reseller will thus be the obligor of the Telephone Company, and not the guarantor or surety for any of the obligations of the reseller's end user.

(1) The reseller as customer of record is responsible for any allocation of end user charges for resold service.

(2) Regardless of whether the reseller's end user is still using service, the reseller is responsible for charges incurred by the end user or reseller for all services on a line until the reseller submits an order to discontinue such service.

#### 6.4.1.2 Billing Convention Methods

(A) The Telephone Company shall bill all charges incurred by and credits due to the reseller under these terms and conditions attributable to services established or discontinued or provided during the preceding billing period.

#### 6.4.1.3 Billing Periods

(A) The billing date of a bill for a reseller for service provided under these terms and conditions is referred to as the bill day. The period of service each bill covers is as follows.

(1) The Telephone Company will establish a bill day each month for each reseller account.

(2) The bill will cover all non-usage sensitive service charges and usage charges for the period beginning with the day following the last bill day and extends up to and includes the current bill day. Any known unbilled charges for prior periods and any known unbilled adjustments will be applied to this bill.

#### 6.4.1.4 Late Payment Penalty

(A) If any portion of the payment is received by the Telephone Company after the payment date (refer to Section 6.4.1.5), or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company.

(B) The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of the following:

#### 6.4 Issuance, Payment and Crediting of Reseller Bills (Cont'd)

##### 6.4.1 Responsibility of the Telephone Company (Cont'd)

###### 6.4.1.4 Late Payment Penalty (Cont'd)

- (1) The highest interest rate (in decimal value) which may be levied by law for commercial transactions for the number of days from the payment date to and including the date that the reseller actually makes the payment to the Telephone Company, or
- (2) The rate of 0.0005 per day for the number of days from the payment date to and including the date that the reseller actually makes the payment to the Telephone Company.

###### 6.4.1.5 Payment Date

- (A) The payment date of bills rendered to resellers for service provided under these terms and conditions is as follows:
- (1) All bills rendered as set forth in this section are due 25 days from the date the bill is mailed.
  - (2) If such payment date falls on a Sunday or on a legal holiday which is observed on a Monday, the payment date shall be the first non holiday day following such Sunday or legal holiday.
  - (3) If such payment date falls on a Saturday or on a legal holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non holiday day preceding such Saturday or legal holiday.

###### 6.4.1.6 Medium of Payment

- (A) Bills are payable in immediately available funds.
- (1) Immediately Available Funds denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins and U.S. Postal Money Orders.

###### 6.4.1.7 Customer Deposits

- (A) The Telephone Company will, in order to safeguard its interests, require a reseller, if the reseller has a proven history of late payments or if the reseller's parent or holding company has a proven history of late payments to the Telephone Company or if the reseller does not have established credit (except for a reseller which is a successor of a company which has established credit and the successor has no history of late payments to the Telephone Company), to make a deposit prior to or at any time after the provision of a service to the reseller to be held by the Telephone Company as a guarantee of the payment of rates and charges.
- (B) Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period.

#### 6.4 Issuance, Payment and Crediting of Reseller Bills (Cont'd)

##### 6.4.1 Responsibility of the Telephone Company (Cont'd)

###### 6.4.1.7 Customer Deposits (Cont'd)

- (C) The fact that a deposit has been made in no way relieves the reseller from complying with the Telephone Company's regulations as to the prompt payment of bills.
- (D) At such time as the provision of the service to the reseller is terminated, the amount of the deposit will be credited to the reseller's account and any credit balance which may remain will be refunded.
- (E) At the option of the Telephone Company, such a deposit will be refunded or credited to the reseller's account when the reseller has established credit or after the reseller has established a one year prompt payment record at any time prior to the termination of the provision of the service to the reseller.
- (F) In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the reseller will receive interest at a rate equal to the Prime Rate. Interest will accrue for the number of days from the date the reseller deposit is received by the Telephone Company to and including the date such deposit is credited to the reseller's account or the date the deposit is refunded by the Telephone Company.
- (G) Should a deposit be credited to the reseller account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the reseller's account.

###### 6.4.1.8 Billing Dispute

In the event that a billing dispute occurs concerning any charges billed to the reseller by the Telephone Company, the following regulations apply:

- (A) The first day of the dispute shall be the date on which the reseller furnishes the Telephone Company with the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.
- (B) The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the reseller of the disposition and, if the billing dispute is resolved in favor of the reseller, applies credit for the correct disputed amount, the disputed amount penalty and/or late payment penalty as appropriate.
- (C) If a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty (refer to Section 6.4.1.4). Further, the reseller will not receive credit for the disputed amount of the disputed amount penalty.

#### 6.4 Issuance, Payment and Crediting of Reseller Bills (Cont'd)

##### 6.4.1 Responsibility of the Telephone Company (Cont'd)

###### 6.4.1.8 Billing Dispute (Cont'd)

- (D) If a reseller disputes a bill within three months of the payment date and pays the total billed amount on or before the payment date and the billing dispute is resolved in favor of the reseller, the reseller will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be as set forth following.
- (E) If a reseller disputes a bill within three months of the payment date and pays the total billed amount after the payment date and the billing dispute is resolved in favor of the reseller, the reseller will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution. The late payment penalty applied to the disputed amount resolved in the reseller's favor (refer to Section 6.4.1.4) will be credited.
- (F) If a reseller disputes a bill within three months of the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed and disputed amount), and the billing dispute is resolved in favor of the reseller, the reseller will not receive a credit for a disputed amount penalty from the Telephone Company. The late payment penalty applied to the disputed amount resolved in the reseller's favor (refer to Section 6.4.1.4) will be credited.
- (G) If a reseller disputes a bill after three months from the payment date and pays the total billed amount on or before the dispute date, and the billing dispute is resolved in favor of the reseller, the reseller will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of dispute and ending on the date of the resolution. The credit for a disputed amount penalty shall be as set forth following. The reseller shall not receive a credit for the late payment penalty.
- (H) If a reseller disputes a bill after three months from the payment date and does not pay the disputed amount or does not pay the billed amount (i.e., the nondisputed amount and disputed amount) and the billing dispute is resolved in favor of the reseller, the reseller will not receive a credit for a disputed amount penalty from the Telephone Company. However, if the reseller pays the disputed amount or the billed amount after the date of dispute and before the date of resolution, the reseller will receive a credit for a disputed amount penalty from the Telephone Company for the period starting with the date of payment and ending on the date of resolution as a credit for a disputed amount penalty. The reseller will receive a credit for the late payment penalty, if applicable, from the Telephone Company.

#### 6.4 Issuance, Payment and Crediting of Reseller Bills (Cont'd)

##### 6.4.1 Responsibility of the Telephone Company (Cont'd)

##### 6.4.1.8 Billing Dispute (Cont'd)

(1) The late payment penalty credit shall be the disputed amount resolved in the reseller's favor times a late payment penalty factor (refer to Section 6.4.1.4) for the period starting with the date of dispute and ending on the date of payment of the disputed amount or the date of resolution whichever occurs first.

(2) The disputed amount penalty shall be the disputed amount resolved in the reseller's favor times a penalty factor. The penalty factor shall be the lesser of the following calculations.

(a) The highest interest rate in decimal value, which may be levied by law for commercial transactions for the number of days from the first date to and including the last date of the period involved.

(b) The rate of 0.0005 per day for the number of days from the first date to and including the last date of the period involved.

(I) The reseller is responsible for monitoring the accuracy of the Telephone Company's bills and for notifying the Telephone Company of any discrepancies between such bills and the services provided by the Telephone Company.

##### 6.4.1.9 Billing Adjustments and Verification

(A) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of these terms and conditions will be prorated to the number of days or major fraction of days based on a 30 day month.

(B) The Telephone Company will, upon request and if available, furnish the reseller such detailed information as may reasonably be required for verification of any bill.

##### 6.4.1.10 Computation of Billed Charges

(A) When a rate as set forth in these terms and conditions is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

##### 6.4.1.11 Computation of Credit Allowance

(A) Credit allowances, if applicable, will be based on actual usage.

## 6.4 Issuance, Payment and Crediting of Reseller Bills (Cont'd)

### 6.4.2 Responsibility of the Customer

#### 6.4.2.1 Transfer of End User Account Balance

- (A) Should a Telephone Company end user discontinue service in order to become an end user of a reseller, the Telephone Company will render a final bill to such end user. Balances and/or credits in a Telephone end user's account will not be carried over to the resellers account with the Telephone Company.

#### 6.4.2.2 End User Information

- (A) In order to accommodate billing and collection of end user accounts, resellers must make the billing names and addresses of their end users available to all telecommunication carriers.

## 6.5 Resale Provisions

### 6.5.1 Description

#### 6.5.1.1 General

- (A) Resale is the sale to another person of telecommunications services purchased from the Telephone Company. A customer purchases for resale when such customer purchases a service for the purpose of reselling it to another (rather than the purpose of using the service itself).
- (1) A purchasing agent who orders services for its principal, and who does not itself agree to assume the obligations of a reseller under these terms and conditions, is not purchasing for resale within the meaning of these terms and conditions.
- (2) The purchase of telecommunications services or unbundled network elements for the purpose of provisioning a different service (such as the purchase of the Telephone Company's switched carrier access service for the purpose of provisioning an interexchange carrier's toll service) is not resale within the meaning of these terms and conditions.
- (3) A person purchasing a service for shared use by that person and others is purchasing for resale within the meaning of these terms and conditions if such person agrees to assume all the obligations of a reseller under these terms and conditions.
- (B) Where a reseller purchases Telephone Company exchange service from the Telephone Company and resells it to an end user, such reseller's end user will be able to access any and all services that a Telephone Company end user would be able to access on a Telephone Company exchange service line. Such services to the extent provided by the Telephone Company will be deemed to have been sold to the reseller by the Telephone Company as they are utilized by the reseller's end user, and the reseller will be responsible to the Telephone Company for payment of such services.

6.5 Resale Provisions (Cont'd)

6.5.1 Description (Cont'd)

6.5.1.2 Services Offered for Resale

- (A) The services offered under these terms and conditions are those that are offered by the Telephone Company to end users under the regulations, terms and conditions of NHPUC No. 77, except for public telephone service, and in accordance with the following limitations:
- (1) Service that are sold to the Telephone Company's end users only in conjunction with the purchase of basic dial tone service will be available for resale only in conjunction with the resale of basic dial tone service and not on a stand alone basis.
  - (2) Services in NHPUC No. 77 that have been designated as no longer available for new installations or no longer offered are not offered for resale except that such services are only available for resale to the embedded base of end users who were permitted to retain such service(s) in accordance with the regulations contained in NHPUC No. 77.
  - (3) Promotional program offerings (e.g., discounts, waivers, credits, certificates, premiums, discounted product trials or other inducements that would apply to a particular end user for a period of 90 days or less, and that are offered in order to promote the sale of a service) are offered for resale, however they are not subject to the resale discount specified in Section 6.10.5.3.1.
- (B) Linkup America may only be resold to Linkup America eligible end users. The reseller is responsible for confirming the eligibility of such end users for Linkup America.
- (1) The Telephone Company (to the extent that it would otherwise be eligible), and not the reseller will be eligible for any universal service funding resulting from the provision of Linkup America in conjunction with these terms and conditions.
- (C) Lifeline may only be resold to Lifeline eligible end users. The reseller is responsible for confirming the eligibility of such end users for Lifeline.
- (1) The Telephone Company (to the extent that it would otherwise be eligible), and not the reseller, will be eligible for any universal service funding resulting from the provision of Lifeline in conjunction with these terms and conditions.
- (D) Blocking - Resellers are allowed to purchase blocking services to restrict end user access to particular capabilities to the extent such services are available under and on the same terms and conditions as set forth in NHPUC No. 77.

## 6.5 Resale Provisions (Cont'd)

### 6.5.2 Regulations

#### 6.5.2.1 Restrictions

- (A) Class of Customer - This is a restriction contained in NHPUC No. 77 that limits the availability of a service to a particular type of customer, such as a business customer, a residence customer, carrier, end user, etc.
- (1) Where a resold service is subject to such restriction the reseller may not resell such service to any customer not in the relevant class. The reseller may purchase the service for resale to a customer in the relevant class whether or not the reseller itself is within the class.
- (a) Business services may be resold to residence end users as long as the end user is served by a business exchange line and as long as all other services provided on that line are also under the business class and charged for at the appropriate business service rates and charges.
- (2) Where a reseller resells a service to another person, and such other person is itself a reseller rather than an end user, the reseller purchasing from the Telephone Company must require its end users (by tariff or by contract), to conform to any applicable class of service restrictions for end users and all other requirements of resellers under these terms and conditions.
- (3) This class of service restriction does not pertain to resale of a Centrex line where a residential end user is not restricted to business service for that Centrex line. This service is subject to additional Individual Case Basis (ICB) developmental costs and will be developed under a mutually agreed upon time schedule, not to exceed six months from the time the service is ordered.
- (B) Aggregation of Usage - Regulations on limitations on aggregation of traffic contained in NHPUC No. 77 are applicable.
- (C) The reseller is not allowed to offer resold service to its customers under any of the Telephone Company trademarks, service marks, registered trademark, registered service mark or brand-names, or use the logos of the Telephone Company or the Telephone Company's affiliates without the expressed written authorization of the Telephone Company.

### 6.5.3 Application of Rates and Charges

#### 6.5.3.1 Underlying Services

- (A) Discount - The rates and charges that apply for the underlying services that are sold to a reseller in accordance with the terms and conditions described herein, are specified in NHPUC No. 77. The Telephone Company will discount the NHPUC No. 77 rates and charges by applying the resale discounts specified in Section 6.10.5.3.1 of these terms and conditions to the applicable NHPUC No. 77 rates and charges for resold services offered under these terms and conditions in accordance with Section 6.5.1.2.

## 6.5 Resale Provisions (Cont'd)

### 6.5.3 Application of Rates and Charges (Cont'd)

#### 6.5.3.1 Underlying Services (Cont'd)

The discount applicable to residential and business services, contained in NHPUC No. 77, Part A, Sections 5.1 through 5.4, and the Exchange Line portion of Services in Part H varies depending upon whether or not the Telephone Company provides Operator Services and Directory Assistance (OSDA).

- (B) The Telephone Company reserves the right to apply a different avoided cost discount, for services provided pursuant to Special Contract Arrangements, as approved by the Commission.

#### 6.5.3.2 Service Establishment

Service establishment charges apply to recover the establishment costs for electronic interfaces and other operational support systems (OSS).

- (A) Recurring Establishment Charges A recurring monthly charge per reseller will be assessed during the five (5) year recovery period. This charge is applicable to any reseller not already subject to an equal or greater charge in any one of the following Bell Atlantic jurisdictions: CT, MA, ME, NY, RI or VT.
- (B) Non-Recurring Establishment Charges A Non-Recurring charge per OSS Transaction will be assessed during the seven (7) year recovery period for developmental costs (includes development and ongoing costs).

#### 6.5.3.3 Other Charges

Charges to recover the ongoing costs to maintain the service center for resellers and the electronic interface systems will be assessed against all resellers.

- (A) Service Center Maintenance Charge A monthly recurring charge per resold line will be assessed to recover the cost of maintaining the service center for resellers.
- (B) Electronic Interface Maintenance Charge A Non-Recurring charge per OSS Transaction will be assessed after the seven (7) year recovery period for the recovery of ongoing costs associated with maintaining the electronic interfaces.
- (C) Complex Order Charge A Non-Recurring charge per Centrex line ordered will be applied to recover the manual processing required for Centrex lines.

#### 6.5.3.4 Special Contract Pricing

Special Contract Arrangements will be offered to the reseller on the condition that the reseller's end-user is similarly situated, i.e. has the same cost and market characteristics used to develop the Telephone Company's Special Contract Arrangement.

The Telephone Company reserves the right to apply a different avoided cost discount, for services provided pursuant to Special Contract Arrangements, as approved by the Commission..

## 6.6 Alternately Billed Calls

An alternately billed call is any call which is billed to a number other than the number originating the call, and includes credit card, collect and third party calls.

The following procedures shall apply for alternately billed calls originating or terminating over a Telephone Company line which has been resold:

(1) In the case of a local call or an intraLATA toll call carried on the Telephone Company's network originating from a reseller's end user customer line that is served in a Telephone Company exchange within the Telephone Company's serving area in the state of New Hampshire, the Telephone Company shall record, process and rate such a call at the Telephone Company's tariffed rates and bill and collect payment from its customer.

(2) In the case of a local call or an intraLATA toll call carried on the Telephone Company's network originating from a Telephone Company end user within the Telephone Company's serving area in the state of New Hampshire and charged to a reseller's end user customer line that is served in a Telephone Company's exchange within the Telephone Company's serving area in the state of New Hampshire, the Telephone Company shall separately record and process each such call and send an unrated record of all such calls to the reseller on a daily basis for the reseller's billing and collections purposes. The reseller shall pay the Telephone Company for such calls at the wholesale discount rates. The reseller will pay any additional costs. The Telephone Company shall bill such calls and any additional costs on a monthly basis. The reseller shall rate the calls, bill their retail customers for such calls and keep the revenues collected.

(3) In the case of a local call or an intraLATA toll call originating from a reseller's end user customer line that is served in a Telephone Company exchange within the Telephone Company's serving area in the state of New Hampshire and charged to an out-of-region (as defined in CATS industry process) customer of a TC, the Telephone Company shall record, process and rate such a call and forward such information to the TC through Centralized Message Distribution ("CMDS"). Such TC, in turn, shall bill and collect payment from its customers and remit to the Telephone Company the amount billed which shall be adjusted for billing and collection costs incurred by such out-of-region carrier at rates utilized by the industry CATS settlement process.

(4) In the case of an out-of-region local call or an intraLATA toll call originating and terminating outside of the state of New Hampshire and charged to a reseller's end user customer line that is served in a Telephone Company exchange within the Telephone Company's serving area in the state of New Hampshire, for so long as the reseller cannot receive information and charges regarding such calls directly from the out-of-region TC through CMDS, the Telephone Company shall, upon receipt of such information and charges from such out-of-region TC, retransmit such information and charges to the reseller via the daily usage feed charging a record transmission fee. The Telephone Company shall bill the reseller for such calls on a monthly basis at the rates transmitted to the Telephone Company from such out-of-region TC. The reseller shall bill and collect

payment from its customers. The reseller shall remit to the Telephone Company the amount billed by the Telephone Company.

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## 6.7 Reserved for Future Use

## 6.8 Other Services

### 6.8.1 Call Usage Detail

#### 6.8.1.1 Description

- (A) Call usage detail is available to resellers for local calls associated with the Telephone Company's resold message rate service, and for intraLATA toll service. Call usage data is offered as local call usage detail or local call usage detail and intraLATA call usage detail and is provided via transmission or tape/cartridge.
- (B) Local Call Usage Detail - Provides complete call detail by retail billing telephone number and by line, consisting of calling telephone number, called telephone number, call date, call connect time, and call elapsed time.
- (C) IntraLATA Call Usage Detail - Provides complete call detail by retail billing telephone number and by line consisting of calling telephone number, called telephone number, call date, call connect time, and call elapsed time.

#### 6.8.1.2 Regulations

##### (A) Responsibility of the Telephone Company

- (1) The lapsed time between usage recorded by the Telephone Company and delivery to the reseller will not exceed eight business days.
- (2) The Telephone Company will store reseller usage data for 45 days from the date of transmission to the reseller.

#### 6.8.1.3 Application of Rates and Charges

##### (A) Record Processing - A per record processed charge applies.

- (1) A record consists of a call with called number, call date, connect time, and elapsed time.

##### (B) Data Transmission - A per record transmitted charge applies.

##### (C) Tape or Cartridge - Available in addition to or in place of data transmission.

- (1) When a tape or cartridge is provided in place of data transmission, data transmission charges are not applicable and a per tape or cartridge charge will apply. If a tape or cartridge is requested in addition to data transmission, both the per tape or cartridge charge and the per data transmission charge applies.

### 6.8.2 Electronic Customer Service Record Retrieval

#### 6.8.2.1 Description

- (A) This service provides the reseller with the ability to electronically request the customer service record of an end user. The current customer service record will be formatted by the Telephone Company and transmitted back to the reseller. The customer service record reflects the most recent, completed service order activity and provides the service and

equipment billed by the Telephone Company to a Telephone Company end user or to a reseller.

#### 6.8.2 Electronic Customer Service Record Retrieval (Cont'd)

##### 6.8.2.2 Application of Rates and Charges

- (A) A service record retrieval charge applies to each customer service record electronically delivered to the reseller.
- (B) A reseller may request any number of electronic customer service records, but will only be charged for the number of electronic customer service records successfully transmitted to the reseller.

#### 6.8.3 Directory Services

##### 6.8.3.1 Directory Assistance (DA) and Directory Listing Services

- (A) The Telephone Company will include in its published white pages directories and in its directory assistance records, the name, address and telephone number of the reseller's telephone exchange service customers (one listing per end user line), in accordance with the Telephone Company provisions relating to alphabetical listings and to directory assistance as specified in NHPUC No. 77. Such listings will not be provided for any lines for which the reseller purchases nonpublished and nonlisted number service. Additional listings will be provided under the terms and conditions set forth in NHPUC No. 77.
- (B) Yellow Page Listing - Upon request of the reseller the Telephone Company will include in its published yellow page directories a single line, light-face (non-bold) listing for the reseller's telephone exchange service business end user.
- (C) The Telephone Company will include in the "Information Pages" or comparable section of its white page directories, for areas served by the reseller, the reseller's customer service telephone number which shall be provided by the reseller.

#### 6.8 Other Services (Cont'd)

##### 6.8.4 Enhanced Universal Emergency Number Service E-9-1-1

- (A) The Telephone Company will include the resellers telephone exchange service customers in the relevant E-9-1-1 database(s).
- (B) The Telephone Company will bill the reseller the E-9-1-1 surcharge, as ordered by the Commission. The E-9-1-1 surcharge is not subject to the resale discount.

##### 6.8.5 Annoyance Call Bureau

- (A) Resellers are entitled to use the services provided by the Telephone Company's annoyance call bureau.

#### 6.8.6 Operator Services/Directory Assistance Services

- 6.8.6.1 At the reseller's option, the Telephone Company will re-route the reseller's end-users' local and toll operator services and directory assistance calls to an alternate operator services provider. The Telephone Company will provide such re-routing services on a first come, first served basis pursuant to a mutually agreed-upon schedule. The schedule established will depend upon the reseller's specific requirements, and in any event be completed within twelve months of the request.
- 6.8.6.2 The rerouting of operator services and directory assistance calls will be implemented at the Reseller's expense. The charge will be determined on an individual case basis. The reseller is also responsible for the ongoing charges per rerouted subscriber line.
- 6.8.6.3 Trunks for Operator Services/Directory Assistance Routing can be ordered in Section 5.6.1.7.
- 6.8.6.4 The Telephone Company may request the reseller to provide forecasts of its anticipated use of operator services and directory assistance routing for planning purposes.
- 6.8.6.5 Reseller must arrange for Operator Services/Directory Assistance routing by submitting a Network Design Request as specified in 5.6.1.1 (D)(9).
- 6.8.6.6 At the reseller's option, the Telephone Company will provide Operator Services and Directory Assistance announcement services to the reseller when the reseller utilizes the Telephone Company's Operator and Directory Assistance Services for the reseller's end-users' local Operator Service and Directory Assistance calls or local and toll Operator Services and Directory Assistance calls, when the reseller utilizes the Telephone Company's toll network. The reseller may choose a branded or unbranded announcement. The Telephone Company will provide such announcement services on a first come, first served basis pursuant to a mutually agreed-upon schedule. The schedule established will depend upon the reseller's specific requirements, and in any event be completed within twelve months of the request.
- 6.8.6.7 The establishment of branding of operator services and directory assistance call will be implemented at the Reseller's expense. The rate, per branded announcement, is detailed in Section 5.8.7(A)(1).
- 6.8.6.8 The Telephone Company may request the reseller to provide forecasts of its anticipated use of operator services and directory assistance branding for planning purposes.

#### 6.9 Reserved For Future Use

6.10 Rates and Charges

6.10.5 Resale

6.10.5.3.1 Discounts to Underlying Services

ID	Service Category	Rate Element	Rate
A.	Discounts for all services except those in 6.10.5.3.1(B)	Business Services	18.78%
		Residence Services	17.30%
B.	Discounts only for services specified in NHPUC No. 77, Part A, Sections 5.1 through 5.4 and the exchange line portion of services in Part H where the reseller provides OSDA	Business Services	20.25%
		Residence Services	19.04%

6.10.5.3.2 Service Establishment Charges

ID	Service Category	Rate Element	Rate
	Recurring Establishment Charge *	Monthly charge per reseller during the 5 year recovery period	\$2,483.00
	Non-Recurring Establishment Charges	Per OSS transaction during 7 yr. period for recovery of development costs (included development and ongoing costs)	\$1.15

\* This charge is applicable to any reseller not already subject to an equal or greater charge in any one of the following Bell Atlantic jurisdictions: CT, MA, ME, NY, RI or VT.

6.10.5.3.3 Other Charges			
ID	Service Category	Rate Element	Rate
	Service Center Maintenance Charge	Monthly charge per resold line	\$0.21
	Electronic Interface Maintenance Charge	Per OSS Transaction after the development costs are fully recovered (includes only ongoing costs)	\$0.39
	Complex Order Charge	Per Centrex line ordered	\$16.27

#### 6.10.8 Optional Services

6.10.8.1 Call Usage Detail			
ID	Service Category	Rate Element	Rate
	Record Processing	Per Record Processed	\$0.004144
	Data Transmission	Per Record Transmitted	\$0.000118
	Tape or Cartridge	Per Tape or Cartridge	\$20.12

6.10.8.2 Electronic Customer Service Record Retrieval			
ID	Service Category	Rate Element	Rate
	Electronic Customer Service	Per Customer Record	\$0.12

6.10.8.2 Electronic Customer Service Record Retrieval			
	Record Retrieval		

6.10.8.6 Operator Services/Directory Assistance			
ID	Service Category	Rate Element	Rate
	Customized Routing	Service Establishment per Rerouting Request	ICB
		Service Establishment per Central Office Switch Equipped	ICB
		Monthly Per Rerouted Subscriber Line	\$0.045455
	Announcement Services	Service Establishment per Reseller Request for Unbranded Service	\$36.52
		Service Establishment per Reseller Request for Branded Service	\$175.28
		Branding Surcharge per Call	\$0.05796

# Appendix 2

**SCHEDULE 4.0 Network Interconnection Schedule\***

LATA	BELL ATLANTIC - IP	SPRINT - IP	ACTIVATION DATE
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\*Information to be provided and discussed as part of Grooming Plan.