

ATTACHMENT 1

Definitions

"Carrier Partner" is a Certified Local Exchange Carrier (CLEC) that provides the facilities and trunking that an Interconnected VoIP Provider needs in order to exchange traffic with FairPoint and demonstrates facilities readiness as described in the VoIP Numbering Order.

"Denial of Service (DoS)" is an action that prevents legitimate user(s) from using or being provided service.

"Interconnected VoIP Provider" is an entity that provides interconnected VoIP services, as that term is defined in 47 C.F.R. §9.3 and is certified by the Federal Communications Commission to obtain numbering resources as described in the VoIP Numbering Order (FCC Report and Order 15-70 released June 22, 2015).

Terms of Agreement

1. Pursuant to the terms of this Agreement, Airus will exchange with FairPoint Local traffic, Transit traffic and Jointly Provided Switched Access traffic of Interconnected VoIP Providers on Airus's interconnection trunks.
 - 1.1 Prior to Airus exchanging traffic for an Interconnected VoIP Provider with FairPoint, Airus shall notify FairPoint and FairPoint shall confirm that the Interconnected VoIP Provider has entered into a "Porting Agreement" with FairPoint pursuant to the FCC's Order *In the Matter of Numbering Policies for Modern Communications IP-Enabled Services 15-70 FCC Rcd.* at 6865 (2015).
 - 1.2 Airus shall notify FairPoint when Airus is no longer routing an Interconnected VoIP Provider's traffic on Airus's interconnection trunks.
 - 1.3 Airus shall provide such notifications to their FairPoint Customer Account Manager (CAM).
 - 1.4 Airus shall follow applicable procedures of the LERG and the Agreement in order to identify the OCNs and NPA-NXX(s) of the Interconnected VoIP Provider which will be associated with Airus's Switch and routed on the Airus's interconnection trunk groups.
 - 1.5 The Interconnected VoIP Provider may use a POI CLLI for code entry in LERG 6 and must also designate the responsible Airus Carrier Partner's end office CLLI as the Actual Switch ID in LERG 7 SHA.
2. Airus and FairPoint will continue to exchange traffic under the terms of FairPoint's Tariff NHPUC No. 2, including treatment of traffic terminating to FairPoint end users. Solely for purposes of this Agreement, all traffic originated or terminated by parties utilizing Airus or transiting FairPoint to other providers will be treated as though

originated or terminated by Airus, including but not limited to terminating intercarrier traffic compensation, Transit traffic compensation, compensation for use of interconnection transport facilities, and establishment of direct trunk groups.

3. No compensation for transiting traffic will be paid by FairPoint to Airus for traffic that FairPoint sends through Airus to terminate to Interconnected VoIP Provider. All FairPoint end user traffic will be rated as though it was terminated to Airus.
4. Interconnected VoIP Provider traffic will be treated as if it is Airus's traffic and all payment obligations as a result of the traffic will be Airus's responsibility in accordance with applicable terms of the Agreement.
5. This Agreement does not otherwise modify or supersede the terms and conditions of FairPoint Tariff NHPUC No. 2 or any other FairPoint tariffs and/or other agreements Airus may have with FairPoint for New Hampshire.
6. This Agreement does not authorize Airus to bill FairPoint on behalf of Interconnected VoIP Provider for any charges associated with transit traffic, terminating traffic or interconnection facilities, including, but not limited to any compensation arrangements contained in separate agreements or tariffs with FairPoint.
7. Airus will pass unaltered signaling information (e.g., originating Calling Party Number and destination called party number, etc.) for the Interconnected VoIP Provider's traffic per 47 C.F.R. § 64.1601 and industry standards.
8. Airus agrees that FairPoint may discontinue accepting all traffic delivered over Airus's trunking where FairPoint experiences from Interconnected VoIP Provider a Denial of Service (DoS) attack or such Interconnected VoIP Provider traffic otherwise contributes to the degradation of FairPoint's network or FairPoint's ability to provide service to its customers. Airus agrees to remove the inappropriate Interconnected VoIP Provider traffic from its network prior to FairPoint's subsequent acceptance of Airus's other traffic. Following any such event, Airus will establish a separate trunk group for the Interconnected VoIP Provider's exclusive use for any subsequent Interconnected VoIP Provider traffic.
9. Airus will ensure traffic routed over its interconnection trunks is destined solely to the geographic area served by FairPoint's switch as defined in the LERG irrespective of whether it is Airus's own traffic or Interconnected VoIP Provider's traffic.
10. Airus agrees that FairPoint will not be responsible to provide 911 services directly to the Interconnected VoIP Provider and that instead Airus will be responsible as the Carrier Partner to provide such 911 services in accordance with applicable terms of the Agreement.
11. If Airus chooses to obtain numbering from NANPA under a different OCN as an Interconnected VoIP Provider, it first must execute a commercial Interconnected VoIP Provider Numbering Agreement (a/k/a "Porting Agreement") in addition to this Carrier Partner Agreement in order to route its Interconnected VoIP Provider traffic associated with that OCN on Airus's interconnection trunks.